

**INFORMATION TO OFFERORS OR QUOTERS**  
**SECTION A - COVER SHEET**

*Form Approved*  
*OMB No. 9000-0002*  
*Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

1. SOLICITATION NUMBER	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including ZIP Code)	5. ITEMS TO BE PURCHASED (Brief description)

6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

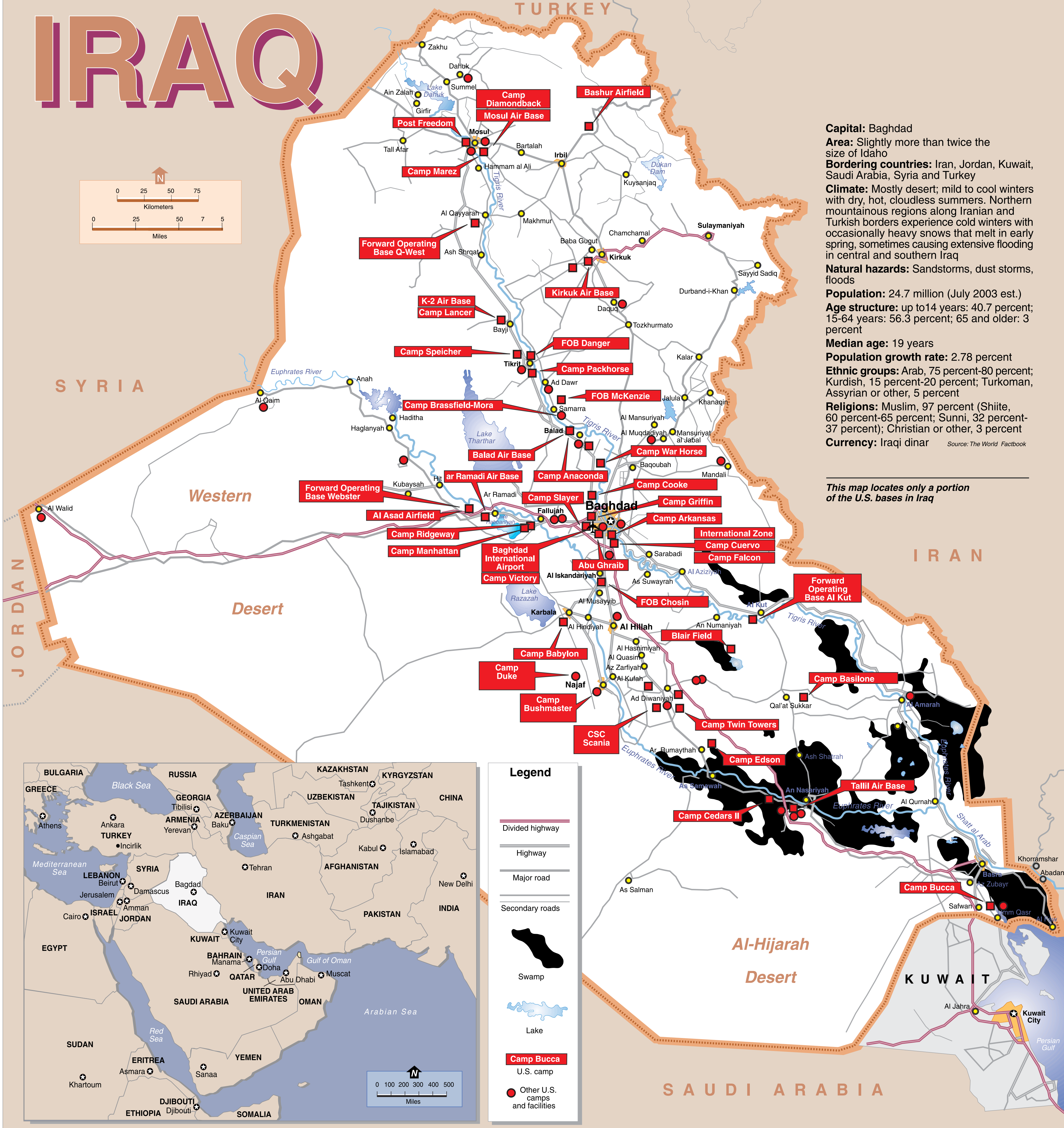
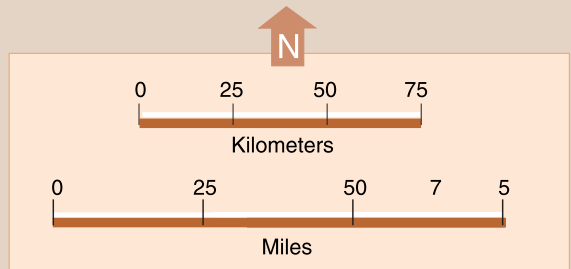
7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial)	b. ADDRESS (Include Zip Code)
c. TELEPHONE NUMBER (Include Area Code and Extension)	d. E-MAIL ADDRESS

9. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	<input type="checkbox"/> e. OTHER (Specify)	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	<input type="checkbox"/>		

10. MAILING LIST INFORMATION (X one)			
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
11a. COMPANY NAME		b. ADDRESS (Include Zip Code)	
c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)		(2) TITLE	
(3) SIGNATURE			(4) DATE SIGNED (YYYYMMDD)

# IRAQ



**Capital:** Baghdad

**Area:** Slightly more than twice the size of Idaho

**Bordering countries:** Iran, Jordan, Kuwait, Saudi Arabia, Syria and Turkey

**Climate:** Mostly desert; mild to cool winters with dry, hot, cloudless summers. Northern mountainous regions along Iranian and Turkish borders experience cold winters with occasionally heavy snows that melt in early spring, sometimes causing extensive flooding in central and southern Iraq

**Natural hazards:** Sandstorms, dust storms, floods

**Population:** 24.7 million (July 2003 est.)

**Age structure:** up to 14 years: 40.7 percent; 15-64 years: 56.3 percent; 65 and older: 3 percent

**Median age:** 19 years

**Population growth rate:** 2.78 percent

**Ethnic groups:** Arab, 75 percent-80 percent; Kurdish, 15 percent-20 percent; Turkoman, Assyrian or other, 5 percent

**Religions:** Muslim, 97 percent (Shiite, 60 percent-65 percent; Sunni, 32 percent-37 percent); Christian or other, 3 percent

**Currency:** Iraqi dinar

Source: The World Factbook

*This map locates only a portion of the U.S. bases in Iraq*



<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES <b>1/88</b>	
2. CONTRACT NO.		3. SOLICITATION NO. <b>SP4420-06-R-0004</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED <b>01JUN2006</b>		6. REQUISITION/PURCHASE NO. <b>N/A</b>	
7. ISSUED BY <b>Defense Reutilization &amp; Marketing Service International, Attn: DRMS-PHO/ DANIEL SHEARER Augusta Str. 6 65189 Wiesbaden, Germany</b>				8. ADDRESS OFFER TO (If other than item 7) <b>DRMS-PHO 2027 Postfach 65010 Wiesbaden, Germany POC: Jon Machacek</b> <b>DSN Fax : 338-7474 DSN Tel: 338-7668 Com. Tel: 49-611-380-7668</b>					
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and <b>1 (ONE)</b> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in <b>AMERICAN ARMS OFFICE TOWER, Room 2-J-3</b> until <b>4:00 PM local</b> <b>27 JUL 2006</b> (hour) (date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME <b>DANIEL SHEARER, CONTRACTING OFFICER</b>				B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) Phone: <b>49-611-380-7240</b> ; Fax <b>49-611-380-7474</b>			
<b>11. TABLE OF CONTENTS</b>									
(x)	SEC	DESCRIPTION	PAGE(S)	(x)	SEC	DESCRIPTION	PAGES		
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
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X	C	DESCRIPTION/SPECS/WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	65		
X	D	PACKAGING AND MARKETING	32	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	INSPECTION AND ACCEPTANCE	33	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	67		
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<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <b>120</b> calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8)			10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated.			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME  <b>AND ADDRESS OF OFFEROR</b>		CAGE CODE		DUNNS #		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT (EST)		21. ACCOUNTING AND APPROPRIATION <b>TO BE SHOWN ON EACH ORDER ISSUED UNDER THIS CONTRACT.</b>				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▷ (2 copies unless otherwise specified)			ITEM <b>SEE G</b>	
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type of print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.									

**PART I – THE SCHEDULE  
SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 STATEMENT OF SERVICES**

**DRMS-IE (NOV 2003)**

B-1.1 The site(s) for performance are located in Iraq. The U.S. Military installations to be serviced are primarily Camps: Speicher, Al Asad, Anaconda and Victory with the possibility of additional locations in Iraq.

B-1.2 The contract is to be a firm fixed unit price, indefinite delivery, indefinite quantity type contract for a period of twelve (12) months, with four 12-month option periods.

**B-2 INVOICES EXCLUSIVE OF TAXES OR DUTIES**

**DFARS 252.229-7000 (JUN 1997)**

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

**B-3 TAX RELIEF**

**DFARS 252.229-7001 (JUN 1997)**

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: <i>(Offeror insert)</i>	RATE (PERCENTAGE): <i>(Offeror insert)</i>

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

**B-4 COMPENSATION FOR SERVICES**

B-4.1 In consideration of the performance of his undertakings under this contract, the contractor shall be paid (except as otherwise stated in this contract) the prices shown in the following price schedules.

B-4.2 Occasional repackaging is an inherent part of conducting removals and is part of the CLIN prices for removal and disposal of the specific waste subject to the relief provided below. Contractor performed repackaging prior to contractor taking possession is only reimbursable as an equitable adjustment if the cost of repackaging exceeds €500.00 per delivery order/call and is approved by the

contracting officer. The contractor is not entitled to request additional compensation for any repackaging conducted after the contractor takes possession of the waste. The CLIN prices in ALL schedules shall also include all administrative work to include coordination of appointments with transporters and storage/disposal/recycling facilities; providing, completing the manifests, to include entering the appropriate classification of the waste for transportation, obtaining the signature from the generator, and all invoicing requirements.

## **B-5 CONTRACT MINIMUM AND MAXIMUM**

**DRMS-PHO (MAY 2006)**

- a. This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options after all applicable export, import, and transshipment permits and approvals are obtained and submitted by the contractor, shall be €200,000 or (10% of the estimated value). The maximum for the base and each of the priced options (including a six month option under I-72) shall be 500% of the estimated value of each schedule but not greater than €10M.
- b. The contract minimum (should export, import, and transshipment permits and approvals not be obtainable through no fault of the contractor) is the awarded Basel Notification CLINs A/ L/ P/V70000.
- c. Clause I-72 allows the Government to unilaterally extend the contract for up to six (6) months at the end of either the base or any option period. The contract minimum shall not be newly established for the six month period but will be a continuation of the prior period's progress towards the contract minimum.
- d. See I-56 for Delivery Order minimums.

## **B-6 SINGLE OR MULTIPLE AWARDS**

**FAR 52.216-27 (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

### **B-6a MULTIPLE DELIVERY ORDER AWARDS**

**DRMS-PHO (MAY 2006)**

If more than one contract is awarded for the same CLINS, the Contracting Officer may make a best value determination in order to select which company(s) will receive delivery orders. Generally the preference is to save Government funds and award to the lowest priced contractor. However, accomplishing the mission is top priority in the best value decision and multiple delivery orders may be issued solely for the purpose of meeting mission needs.

In addition, a best value determination will be based on several factors which individually or collectively indicate a need to exclude a contract holder or to award the delivery order to a contract holder in addition to the lowest priced contract holder. The contracting officer shall consider proven contractor performance, past performance issues that have not been corrected, financial issues, or other contractor operational weaknesses or advantages when making a best value determination. For example, if there are two companies eligible to receive a delivery order, and only one company has the necessary Basel Notifications completed, the Contracting Officer may award the delivery order to the company with the necessary permits in place even if they aren't the lowest priced contractor. The CO's decision on the issuance of delivery orders based on a best value determination shall not be considered a basis for contractor claims.

## **B-7 IRAQ PRICING SCHEDULE B (CLIN LISTINGS)**

The spreadsheet titled, “SP4420-06-R-0004 Section B Price Schedule” is to be incorporated as part of the offeror’s proposal. The offeror’s proposed unit prices must be inserted into the shaded cells of the spreadsheet. A completed electronic version must be provided via email or CD to the Contracting Office in accordance with the deadlines for this solicitation.

[End of Section B....see electronic spreadsheet for Price Shedule B]

## **Statement of Work**

### **Section C Hazardous and Non-Hazardous Wastes in Iraq (Including Export)**

#### **Notice to Offerors**

This contract is for the removal and recycling/disposal of hazardous waste and non-hazardous waste generated by U.S. Government operations in Iraq. This contract is a firm-fixed price indefinite delivery/indefinite quantity (IDIQ) contract. This contract is for a twelve (12) month base period and four (4) option periods of twelve (12) months each. The contractor shall follow all local and host nation environmental laws and regulations, as well as the Overseas Environmental Baseline Guidance Document (OEBGD) when applicable and any applicable international agreements governing the transportation of dangerous goods (including the Basel convention) in the performance of this contract.

All waste quantities regardless of their condition, are being discarded by the U.S. Government and are considered to be waste and not available for resale or reuse with the exception of approved recycling procedures. All quantities listed in the bid schedule(s) are estimated (actual quantities are not known until orders are placed). The U.S. Government may unilaterally withdraw any item(s) on the delivery order for use, reuse, or recycling, at any time.

Performance capability is required for handling Class 2 Gases, Class 3 Flammable Liquids, Class 4 Flammable Solids; Spontaneously Combustible Materials; and Dangerous When Wet Materials/Water-Reactive Substances; Class 5 Oxidizing Substances and Organic Peroxides, Class 6 Toxic (Poison/Poisonous) Substances, Class 8 Corrosive Substances, and Class 9 Miscellaneous Hazardous Materials/Products; Substances. Class 1 Explosives and nuclear, radioactive, and biological waste **will not** be processed or shipped on this contract.

While other contracts exist, at this time, for sales and recycling of used oil and some batteries, the U.S. Government's may or may not choose to add those items at a later date. When added to the contract the price for those items will be negotiated and inserted into the contract prior to placement of any delivery orders.

At this time very limited in-country recycling (only used oil recycling) and no disposal facilities are operational and approved by the U.S. Government. In the event that U.S. Government approved facilities are operational in the future and are capable of handling waste, the U.S. Government may request new pricing for the affected CLINs or may withdraw the CLINs from the contract.

Offerors are directed to first consider submitting offers that implement approved recycling processes whether in country or out of country. Estimated quantities for most waste and token disposal quantities on some wastes are identified in Schedule B. In all cases recycling is the first choice of the U.S. Government (See C-26). Where approved recycling is not possible the offerors are instructed to provide the unit price for compliant disposal.

## C-1 STATEMENT OF SERVICES:

- a. The intent of this contract is to provide in-country (Iraq) recycling and/or disposal, if permissible, for hazardous and non-hazardous wastes. Those waste streams that cannot be recycled or disposed of in-country shall be transported to a country with recycling and/or disposal facilities capable of meeting U.S. and/or equivalent western European treatment or disposal standards.
- b. The primary non-personal services to be rendered by the contractor consist of, but are not limited to, inspecting wastes and their containers, packaging/repackaging, labeling, marking, loading/unloading, sampling and analysis, removal, transportation, interim storage (if necessary and permissible), recycling/disposal of hazardous wastes and other wastes listed in the schedule in accordance with all terms and conditions of this contract. The Contractor shall furnish all personnel, labor, supervision, temporary storage, facilities, supplies, equipment and transportation required to perform the work specified in this contract.
- c. Additional services required under this contract are for hazardous waste transportation along with necessary packaging/repackaging, sampling and analysis. All services performed under this contract shall be provided by companies or facilities authorized by the appropriate competent authority and approved by MNF-I and DRMS for such services. The contractor shall obtain all permits, approvals, notifications, (including Basel), customs permissions, and other documentation necessary to properly conduct the services in this contract, with no additional cost to the U.S. Government.
- d. All disposal and recycling facilities, local, national, and international must meet the specifications as outlined in this contract, and must be approved by the Contracting Officer as described in other clauses in this contract.
- e. Waste disposed of under this contract may possibly be contaminated with one or more substances not specifically identified in the CLIN. These contaminants may include, but are not limited to: water, dirt, grease, oils, fuels, solvents, and heavy metals. If indicators raise the possibility of the presence of unallowable or unknown wastes the contractor shall report those indicators to the COR immediately and cease work on those wastes.
- f. The contractor must have the capability to remove bulk liquids from tanks or drums. Liquids shall be removed by the use of a suction pump with appropriate fittings, hoses, connectors to effect proper removal of fluids without causing contamination to the surrounding area. Pumps and hoses shall have the capacity to safely handle the liquids and be able to remove all liquids from tanks and drums without reaction or introduction of other materials to the containers. The contractor shall furnish all equipment to remove bolts, man covers, drum rings, drum bungs and to replace them when pumping is complete. All drums and larger containers are to remain at the designated accumulation points once the liquids are removed unless their removal to an in-country recycling/disposal facility is approved by the Government and a statement for removal is listed on the DD Form 1155 for the entire drum and contents.
- g. Pumping of Government owned tanks must remove all liquids to a depth of 5cm residue or less. The contractor shall not be required to clean the containers.

- h. Liquids (or oils) removed from U.S. Government installations **shall not be used** as a dust suppression or road treatment.

## **C-2 ACCEPTABLE PERFORMANCE LEVELS**

Acceptable Performance Levels (APLs) are the minimum performance levels of specific requirements which the contractor must achieve or risk having the Government consider performance unsatisfactory resulting in monetary consideration from the contractor. Specification of an acceptable performance level below 100% does not allow the contractor to knowingly provide defective service; it is recognition of the fact that defective performance may sometimes occur unintentionally. As long as the performance percentage does not fall below the specified acceptable performance level, the Government will not deduct for poor performance. However, the contractor shall be required to re-perform or correct the defective service or product at no additional cost to the Government. The surveillance method shall be from Collection Summary Report(s) (CSR) furnished by the COR, customer feedback, and tracking of final disposal/recycling submittals. All negative and positive actions/performance shall be the basis for monetary deductions and/or past performance annotations. Performance incentives for the contractor shall include, but are not necessarily limited to, favorable impact on option exercise decisions, future awards of the same requirement, and future awards of similar requirements by DRMS as well as other Government and non-Government entities that may review performance of this contract.

## **C-3 PICK UP LOCATIONS**

The pick up locations for this contract are U.S. Military Camps located at Anaconda, Al Asad, Speicher and Victory with pickups on the base proper as requested in the Delivery Order. Other U.S. Military sites may be added during the life of this contract. The contractor may be requested to pickup at other sites such as Forward Operating Bases (FOB). Price adjustments for supporting additional sites more than 100 miles one way from existing transportation routes will be negotiated bilaterally if requested by the contract holder. The COR will list which location is needed on the DRMS Form 1155, Order for Services and Supplies.

## **C-4 ACRONYMS**

BTU: British Thermal Unit  
CDL: Commercial Drivers License  
CLIN: Contract Line Item Number  
CO: Contracting Officer  
COR: Contracting Officer Representative  
COTR: Contracting Officers Technical Representative  
DG: Dangerous Goods  
DLA: Defense Logistics Agency  
DO: Delivery Order  
DOD: Department of Defense  
DOT: Department of Transportation  
DRMO: Defense Reutilization and Marketing Office  
DRMS: Defense Reutilization and Marketing Service  
DRMS-PHO: Defense Reutilization and Marketing Service Contracting Office  
DTID: Defense Turn-In Document  
EA: Each  
GSU: Geographically Separated Units  
HG: Hazardous Goods  
HM: Hazardous Material

HP: Hazardous Property  
HW: Hazardous Waste  
HWAP: Hazardous Waste Accumulation Point  
HWSA: Hazardous Waste Storage Area  
IAW: In Accordance With  
IBC: International Bulk Container  
IEC: Installation Environmental Coordinator  
IMDG: International Maritime Dangerous Goods Code  
JB: Job  
KG: Kilogram  
L/I: Line Item  
MO: Month  
OCONUS: Outside the Continental United States  
ODS: Ozone Depleting Substances  
OSH: Occupational Safety and Health  
OST: On-Site Technician  
P/U: Pick Up  
PCB/PCT: Polychlorinated Biphenyl/Polychlorinated Triphenyl  
POL: Petroleum, Oil or Lubricating Product  
PPM: Parts Per Million  
SOW: Statement of Work  
RTDS: Reutilization, Transfer, Donation or Sales  
SOW: Scope of Work  
TO: Task Order  
TSDRF: Treatment, Storage, Disposal or Recycling Facility  
U/M: Unit of Measure  
UN: United Nation  
USEPA: United States Environmental Protection Agency  
WMS: Waste Management Services

## **C-5 DEFINITIONS**

Biodegradation: Wastes are degraded by microbial action. Such units shall be operated under aerobic or anaerobic conditions so that the concentrations in a representative compound or indicator parameter (e.g., total organic carbon) have been substantially reduced in concentration in the residuals.

Centralized Collection Point (CCP): CCP refers to storage yards/facilities operated by DRMS in Anaconda and Al Asad.

Contracting Officer (CO): A Contracting Officer is a person duly appointed with the authority to enter into, change, and administer contracts on behalf of the U.S. Government.

Contracting Officer's Representative (COR): A Contracting Officer may designate in writing individuals, in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement, as CORs to perform specific technical or administrative functions (see clause G-3). The CORs will be the contractor's primary points of contact for the duration of this contract.

Controlled Substances: Narcotics, depressants, stimulants, or hallucinogenic drugs regulated under U.S. law or which by international treaty, convention, or protocol are considered to be controlled by the United States.

**Corrosives:** Corrosive wastes are defined as wastes possessing a characteristic of corrosivity, which generally corresponds to a pH of less than or equal to 2 or greater than or equal to 12.5.

**Disposal:** The utilization of those methods of treatment and/or containment technologies which effectively mitigate the hazards to human health or the environment when hazardous waste is discharged, deposited, injected, dumped, spilled, leaked or placed into the land, air or water.

**Environmental Management Officer (ECO):** The officer responsible for all Environmental programs and activities on a U.S. Military installation.

**Facility Approved For PCB Disposal:** For the purpose of this contract, a facility approved for PCB disposal means a facility that has been given written authorization for the disposal of PCBs by the competent authority of that country. Incinerators used to dispose of hazardous or PCB waste must be licensed or permitted by that country.

**Fuel Substitution:** Units used for fuel substitution shall be operated, according to applicable technical operating requirements, to achieve destruction of hazardous constituents and to control emissions as efficiently as a hazardous waste incinerator. Air emissions must be monitored in a capacity equal to or greater than those standards identified by European Union Directives and/or U.S. EPA regulations. Used oil fuel may only be burned in plants with a thermal capacity of at least 3 MW.

**Hazardous Waste:** Wastes which meet one or more hazardous characteristics in terms of physical properties (i.e., solid, liquid, contained gases), chemical properties (i.e., chemical constituents, technical or chemical name) and/or other descriptive properties (i.e., ignitable, corrosive, reactive) or are defined as hazardous waste in accordance with Iraq, international or DoD environmental regulations. The properties defining the characteristics should be measurable by standardized and available testing protocols.

**Hazardous/Special Waste:** A hazardous waste is considered any discarded material that may be solid, semi-solid, liquid, or contained gases that is defined as hazardous by the host nation, European or international environmental laws and regulations for collection, transportation or disposal. Those wastes regulated by the ADR, RID, or the 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste and their Disposal are included in this definition. Special wastes are any wastes which are regulated for collection, transportation or disposal purposes in accordance with host nation regulations, international or European Union standards, to include the European Union Waste Catalog, which may not be considered a hazardous waste. Unused hazardous material destined for reuse will fall under this category.

**Hazardous Waste Accumulation Point (HWAP):** Hazardous Waste Accumulation Points are areas at or near the point of waste production (photo lab, paint shop, vehicle maintenance shop, etc.) where the waste is temporarily stored until removed to a Hazardous Waste Storage Area or shipped for disposal. The limits of storage at a HWAP are up to 206 liters (55 gallons) of hazardous waste or one liter (quart) of acute hazardous waste of each waste stream.

**Hazardous Waste Storage Area (HWSA):** Hazardous Waste Storage Area refers to a location on a US military installation where more than 206 liters (55 gallons) of hazardous waste or one liter (quart) of an acute hazardous waste, from any one waste stream is stored prior to shipment to a treatment or disposal/recycling facility. This is not the point of waste production.

**Incidental Spill:** A small spill occurring as a result of improper waste transfer from small containers to drums, small leaks in containers, minor engine leaks. The quantity shall be no more than 5 liters.

**Incinerator Criteria:** Any incinerator used for the disposal under this contract shall comply with the laws and regulations governing the disposal of PCBs in the country in which the waste is incinerated, and in any event, must meet the following minimum criteria:

1. Combustion criteria shall maintain the introduced liquids for a 2-second dwell time at 1200 degrees C (+ 100 degrees C) and 3 percent excess oxygen in the stack gas or a 1.5 second dwell time at 1600 degrees C (+100 degrees C) and 2 percent excess oxygen in the stack gas;
2. Combustion efficiency, measured by the ratio of the concentration of carbon dioxide to the total concentration of both carbon dioxide and carbon monoxide, will be maintained at least 99.9 percent;
3. The rate and quantity of PCB which are fed to the combustion system shall be measured and recorded at regular intervals, not greater than 15 minutes;
4. The flow of PCBs to the incinerator shall stop automatically if temperature criteria are not met, and
5. Continuous monitoring is conducted during incineration of PCBs for oxygen and carbon monoxide and periodic monitoring for carbon dioxide.

The temperatures of incineration process will be continuously measured and recorded.

**Incinerator Standards:** An incinerator must be licensed or permitted by the competent authority after demonstrating its technical effectiveness in accordance with regulations. A hazardous waste incinerator is any device for thermally destroying or recovering heat from a waste, such as an incinerator, industrial boiler and furnace. It must be designed and operated to effectively achieve a destruction and removal efficiency of 99.99% of the organic hazardous constituents, which represent the greatest degree of difficulty of incineration in each waste or mixture of waste. The incinerator must minimize emission or particulate matter and emit no more than 1.8 Kg (4 pounds) of hydrogen chloride per hour.

**Land Disposal Requirements:** The land disposal facility, authorized by the competent authority, must have at least one (1) liner and a leachate collection system. The liner, made of either natural or man-made materials, must restrict the downward or lateral escape of hazardous waste, hazardous constituents or leachate and have a permeability rate equal to or less than  $10^{-7}$  cm/sec. The land disposal facility must also monitor and determine the impact on groundwater quality, if the facility overlays an aquifer or if the runoff from the facility flows into an aquifer recharge area. Other land disposal facilities may qualify as a secure landfill, provided the methods for preventing migration are proven to be at least as effective as a liner and leachate collection system, as described above.

**Manifest:** A shipping paper used to control and track the movement of hazardous waste.

**Mixed PCB Items:** For the purposes of this contract, the term mixed PCB items is defined to mean PCB items in drums, including but not limited to, transformers less than 1 KVA, small capacitors, switches, regulators, filters, reactors, reclosers, and rectifiers.

**Metallic Waste:** Traditionally metallic scrap consists of both ferrous and non-ferrous metals. A ferrous metal includes light steel, heavy steel and cast iron. The non-ferrous metals include aluminum, copper, brass, and magnesium.

**Non-Hazardous Regulated Waste:** Any waste which is regulated for collection, transportation or disposal purposes in accordance with national, international or European Union regulations or directives.

**Non-metallic Waste:** Non-metallic scrap includes textiles, canvas, tires and other rubber products, leather, wood, and plastics.

Non-Hazardous, Regulated Waste: Non-hazardous, regulated wastes are those wastes which do not meet the definition of hazardous waste, but which are otherwise regulated or disposal by the competent authority in either the country of generation, the country of disposal, transit countries (if applicable) or by international convention, this definition does not include ordinary municipal waste or trash and garbage.

On-Site Technician: The contractor's or subcontractor's authorized representative performing work at the installation under a contract.

PCB Oil: PCB oil means transformer oil with a PCB concentration equal to or greater than 50 ppm.

PCB Articles: For purposes of this contract, the term PCB articles is defined to mean electrical components other than transformers and capacitors. The term includes but is not limited to switches, regulators, filters, reactors, reclosers and rectifiers.

PCB Debris: For the purposes of this contract, PCB debris means rags, clothing, drums, cans, pallets, wood, spill residue, etc.

PCB Items/Waste: Any Polychlorinated Biphenyl (PCB) article, container, manufactured item containing PCB components, or electrical equipment, including, but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electromagnets, cable, electronic equipment, electric motors and pumps, pipes, hydraulic machines, that contains PCBs at a concentration of 50 ppm or greater. PCB wastes are materials, which contain or are contaminated with greater than or equal to 50 ppm PCB including fluids, fluorescent light ballasts, rags, soil, and other debris.

Reactive wastes: Reactive wastes are those with compounds or mixtures that are unstable, react with water, contain cyanide, bear sulfide or are capable of generating toxic gases when exposed to acidic or basic compounds; or are readily capable of detonation, explosive decomposition or reaction at standard temperature and pressure.

Recovery (organics): Wastes are treated to recover organic compounds using one or more of the following technologies: distillation; thin film evaporation; steam stripping; carbon adsorption; critical fluid extraction; liquid-liquid extraction; precipitation/crystallization or chemical phase separation techniques, such as decantation, filtration and centrifugation when used in conjunction with one of the above techniques.

Recovery (metal wastes): Wastes are treated to recover the metal fraction by thermal processing; precipitation; exchange; carbon adsorption, or other techniques that yield non-hazardous levels of heavy metals in the residuals.

Recycling: Beneficial use, reuse, reclamation or remanufacturing of products or raw materials.

Shipping papers: Any transport document used in the shipment of hazardous materials or hazardous wastes, including in-country regulated/hazardous waste manifests.

Stabilization or Fixation: Wastes are treated in such a way that soluble heavy metals are fixed by oxidation/reduction, or by some other means which renders the metals immobile in a landfill environment.

Treatment: Any method, technique, or process, designed to change the physical, chemical, or biological character or composition of any hazardous waste. Treatment includes neutralization,

energy or material resource recovery, or any process rendering a waste non-hazardous or less hazardous; safer to transport, store or dispose of; or amenable for recovery, amenable for storage, or reduced in volume.

Treatment, Storage, Disposal, Recycling Facility (TSDRF): Any contractor/subcontractor facility that is used for the collection, source separation, storage, transportation, transfer, processing, treatment, disposal or recycling of hazardous waste.

Used Oil:

Used oil that is burned for energy recovery is termed "used oil fuel." Used oil fuel includes any fuel produced from used oil by processing, blending or other treatment. "Used oil" means any oil or other waste petroleum, oil, or lubricant (POL) product that has been refined from crude oil, or is synthetic oil, has been used, and as a result of such use, is contaminated by physical or chemical impurities.

Used oil exhibiting the characteristics of reactivity, ignitability, corrosivity, and toxicity, is still considered used oil, unless it has been mixed with other hazardous waste. Used oil mixed with hazardous waste is a hazardous waste and will be managed as a hazardous waste.

## **C-6 SAFETY REQUIREMENTS**

- a. The contractor and its agents, employees, and subcontractors must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, contractor's personnel and equipment shall comply with applicable local, host nation, DoD, safety regulations and procedures. The contractor is responsible for identifying and insuring employee(s) and subcontractor(s) compliance with all safety requirements set forth in applicable regional and international safety and health regulations and/or base installation safety procedures. All contractor personnel involved in the handling and transportation of the material listed herein must be trained in the area of hazardous waste spill response, specific hazardous waste first aid procedures, as well as general first aid procedures. Personal protective equipment (PPE) shall be provided by the contractor and must be appropriate to ensure safe handling of the wastes.

NOTE: Shorts, T-shirts, open toed shoes are not considered appropriate clothing and equipment for handling, identifying, sampling and packaging hazardous wastes and/or hazardous waste containers.

- b. It will be the contractor's responsibility to keep all equipment in good and safe working order at all times.
- c. Contractor personnel may be required to attend Security and/or Safety Training briefings before work begins or during the life of this contract. The Government may stop work at any time that he or she feels unsafe practices are being performed.

## **C-7 QUALITY CONTROL / ASSURANCE**

a. The contractor shall provide a Quality Control Plan that insures subcontractor(s) and employee(s) performance (including TSDRFs) is in accordance with the requirements of the contract and GCC and international environmental, transportation and health and safety regulations.

b. The plan shall include:

1. A description of the contractor's inspection system to cover all services in the contract. This shall include the areas to be inspected; the frequency of scheduled and unscheduled inspections and the title and organizational placement of the inspectors.

2. A description of the methods to be used for identifying and correcting defects in the quality of service provided.

3. A description of the records to be kept to document inspections and corrective actions taken.

4. The records of inspections shall be kept and made available to the CO or his authorized representative, when requested, throughout the contract performance period and for the period of three (3) years after contract completion.

c. The Contracting Officer or his authorized representative may require the contract manager to meet with him or her and other Government personnel as deemed necessary. The contractor may request a meeting with the CO or his authorized representative when he or she believes such a meeting is necessary.

## **C-8 PERMITS AND RESPONSIBILITIES**

### **a. Permits:**

1. The contractor warrants that they have been duly authorized to operate and do business in the country or countries in which this contract is to be performed and that they will fully comply with all laws, decrees, labor standards and regulations of this country and transit countries during the performance of this contract. The contractor shall, without additional expense to the U.S. Government, be responsible for obtaining any necessary licenses, permits, notifications, and customs procedures, if applicable laws, codes, and regulations in connection with the execution of the work. This includes acquiring any required permits, registrations, authorizations or notifications necessary to operate in any country or on any installations listed in this contract.

2. The contractor shall be responsible for all damages to persons or property that occur due to fault or negligence.

### **b. Responsibilities:**

1. The contractor shall submit an Operations/ Technical Plan listing all Transporters and Treatment, Storage, Disposal/Recycling facilities (TSDRF) that he will be using on this contract. No TSDRF, other than those submitted in accordance with Section L-2.2.3.2, and approved for this contract, shall be used. This also applies to unregulated wastes capable of being recycled unless alternate facilities are approved by DRMS after contract award.

2. After contract award, the contractor may propose the use of additional TSDR facilities in accordance with procedures outlined in Section H of the contract. However, the U.S. Government is under no obligation to approve the use of such facilities. All disposal, storage, transportation, chemical analysis and additional authorizations required for the delivery of wastes/materials to such facilities will be prepared and performed at no additional charge to the Government. (It should be noted that when in-country facilities become available the contractor should provide the CO information as directed in H-3 and H-4).

3. The contractor shall prepare, complete and return signed copies of appropriate shipping papers, as required by the host nation and/or any other applicable national or international environmental laws and regulations.

(a). The contractor shall prepare, complete, and provide copies of the appropriate shipping papers to the cognizant COR at least five (5) days prior to the removal of the waste from the installation.

- (b). All manifests and/or shipping papers must be completed by the contractor in accordance with all applicable laws and regulations concerning manifesting of the waste.
- (c). All hazardous waste leaving the installation must be accompanied by a serially numbered manifest/shipping paper to ensure a complete audit trail from point of origin to ultimate disposal.
- (d). Appropriate host nation or international form(s) are required.
- (e). The contractor shall be notified of any COR requested corrections to the shipping paper before pickup, if possible. Removal may be halted by the COR until the required documentation is provided or the COR may allow the removal to continue depending on the severity of the errors.
- (f). Any waste removed from the installation that continues to not have the proper documentation must be shipped at a later date when the proper documents are provided. The contractor shall bear all costs as a result of such a delayed shipment.
- (g). Copies of outgoing shipping papers shall be furnished to the COR at time of shipment. The contractor shall provide returned signed copies of appropriate shipping papers as required by the host nation and/or any other applicable national or international environmental laws and regulations.
- (h). The contractor shall ensure that the copy of the manifest/shipping paper showing completion of transportation is returned to the CO and to the COR no later than 120 days following delivery of the waste to the disposal facility.
- (i). The copy of the manifest recording completion of disposal shall be returned to the CO and to the COR no later than 180 days following disposal of the waste.
- (j). At the time of removal, one copy of the completed shipping paper(s) shall be given to the COR.
- (k). Any transportation and host nation manifesting/documentation requirements established by the International Maritime Dangerous Goods (IMDG) Code, the May 1989 Basel Convention on the Transboundary Movement of Hazardous Waste and their Disposal (if applicable), must also be provided to the COR upon removal.
- (m). The COR has the authority to decline the signing of any shipping papers for waste loads which are not in conformance with transportation or environmental regulations at which time the Contracting Office should be notified.

## C-9 BASEL NOTIFICATIONS

a. Immediately upon award of this contract, the contractor shall prepare any documents, applications and notifications required for moving and disposing of all wastes listed in the contract. Within 7 days of contract award the contractor is required to provide copies of submission documents to the Contracting Office.

NOTE: If Basel Notifications or Approvals/Agreements/Consents have been made or received before award of this contract then all paperwork should be provided during the evaluation process. Interim status reports are required in accordance with the requirements of F-8.

b. To the extent that the Basel Convention notifications are applicable to movements of hazardous/special waste under this contract, the contractor or his subcontractors shall act as the "exporter" and "importer" of waste.

1. **Photocopies of the application for notifications shall be provided to the Contracting Officer no later than seven (7) days after submittal to the cognizant Basel authorities.**
2. **Once the contractor has received approved notifications or notice of consent from the competent authority, the contractor shall also provide the Contracting Officer photocopies of the completed notification and consent.**

c. The contractor shall ensure that all annual notifications are submitted and completed in advance so that waste removal and disposal may take place at any time during the contract period without interruption. The contractor is responsible for recording the proper shipping name of the waste, and must ensure compliant packaging, marking and labeling of containers prior to shipment.

d. The contractor shall monitor the quantities removed and shipped to ensure that notifications carry sufficient quantity capacity for uninterrupted service. The contractor shall take appropriate actions to increase the quantities through the competent authorities or submit new notifications to maintain uninterrupted service during the contract period, including option periods.

#### **C-10 CONTRACT MANAGER / ALTERNATE CONTRACT MANAGER / ON-SITE TECHNICAL REPRESENTATIVE (OST)/ TRANSPORTER QUALIFICATIONS**

a. The contractor must provide the names and telephone numbers of the main and alternate points of contact, who for the purposes of this contract, shall be designated as contract manager and alternate contract manager and on-site technical representative to the Contracting Officer within seven (7) calendar days of award. (See Section G-4)

b. The contract manager, and the alternate contract manager in the absence of the contract manager, shall have authority to act for the firm during the operation of this contract, i.e., for all arrangements and required coordination. The contractor agrees that notice by the U.S. Government to the designated contract manager or alternate contract manager, shall constitute notice to the firm, and agrees to be bound by any commitments or representations made by the employees so designated. Contract personnel shall present a neat appearance and be easily recognized as contractor's employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that display the company's name or the employee's name.

c. All correspondence pursuant to this contract shall be in the English language. The contract manager, his alternate, and his OST must be able to understand English language and be able to speak the English language with sufficient structural accuracy and vocabulary to participate effectively in conversations on practical and professional levels. They must also be able to proficiently read and draft official correspondence and reports in the English language.

d. The contractor shall ensure that all operations conducted under this contract on Government installations are supervised by an individual with basic training in waste identification and management, who is capable of resolving questions/inquiries concerning technical aspects of the work involved. Examples of such work include, but are not limited to, classification of waste, packaging/repackaging, completion of required documentation (including manifests), sampling, and inspection of wastes designated for transport. If the contractor tasks a driver or any other individual with these duties, he/she must be qualified and able to perform as required in this contract.

e. The contractor shall be prepared to provide personnel information for access to any military installation to the Contracting Officer and on-site COR at least five (5) days prior to the requested timeframe for any scheduled site visits or to conduct site visits, repackaging or labeling activities. In addition, the contractor must insert the telephone and fax numbers and e-mail addresses of the main and alternate points of contact, who for the purposes of this contract, shall be designated as contract manager and alternate contract manager. The contractor must submit a completed Transporter Profile Sheet included as attachment in Section J-1, 4b, containing all applicable information (name, country, permit number, etc.), for all transporters to be used under this agreement, as well as a copy of all hauling permits for transporters. The contractor must submit, on the enclosed Facility Profile

Sheet(s), included as an attachment, each Treatment, Storage, Disposal and Recycling Facility (TSDRF) that may perform a service under this agreement.

## **C-11 PRE-REMOVAL SCHEDULING REQUIREMENTS AND PROCEDURES**

a. Except as otherwise specified herein, the contractor shall notify the Contracting Officer's Representative (COR) or other Government representative for each location, at least five (5) calendar days BEFORE attempting site visits, analysis or pickups.

b. The contractor shall provide the COR with all information required to obtain a badge, vehicle passes, identification card, etc. needed for contractor personnel to perform work on this contract within 15 days of contract award. The Government requires updated information as required when additional contract personnel are used. Upon award of this contract the contractor is required to contact the CO for these requirements.

Note: An "Other Government Representative" is a person who is not designated as a specific COR for the contract (i.e., has not received a COR designation letter signed by the CO), but is acting on behalf of the Contracting Officer in the same capacity as a COR would - such an individual would have specific authority/ duties/functions designated by the Contracting Officer.

c. In addition to the notification above for pickups, the Contractor shall provide:

1. The name of the driver; the driver's Commercial Driver's License/International Driver's License number and its expiration date to the COR or other Government representative at least 2 calendar days prior to removal.

2. The contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Base Access Officials and maintained by the contractor, the 2 calendar day notification requirement is reduced to identify the number of drivers, the truck information, and arrival times.

d. If a driver, other than the one specified 2 calendar days in advance for the specific task/delivery order; or, one whose name does not appear on the optional list of approved multiple drivers arrives for pickup, the COR or other designated Government representative will verify the personnel switch with the prime contractor before the pickup commences. Voice communication should be initiated by the contractor to notify the COR of this situation. This may require a written notice or fax from the prime contractor. It may not be possible to make last minute changes and the driver(s) may not be given base access. The Government is not liable for any damages incurred by the contractor as a result of untimely or incomplete notifications.

e. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the contractor fails to meet the above applicable notification timeframes and/or a different driver, other than the one previously identified under this notification requirement or whose name does not appear on the list of approved, multiple drivers arrive at the pickup locations(s).

f. The contractor will be responsible for locking of all vehicles, capable of being locked, after loading of waste on this contract. The driver shall use his own padlock or other securing method. However, inspection at all base inspection points shall require the removal of the lock, as required.

NOTE: U.S. Military base regulations will override all contract language for entry and exit to the base, including inspection of trucks and drivers.

## C-12 TRANSPORTATION

a. The contractor shall transport the hazardous waste in accordance with host nation and international regulations governing identification, packaging, labeling, and placarding of dangerous goods containers and vehicles for transportation.

1. All hazardous property/dangerous goods (HP/DG) will be transported in UN specification containers.

2. The contractor is responsible for ensuring that all hazardous property leaving a U.S. facility is accompanied by a manifest/shipping paper to ensure a complete audit trail from point of origin to ultimate disposal. The contractor shall provide and prepare all manifests for waste movement. The regulations governed by the International Maritime of Dangerous Goods (IMDG) Code, the International Carriage of Dangerous Goods by Road (ADR) and Rail (RID) and other applicable regulations shall be utilized for all shipments.

3. While performing under this contract, the contractor is required to provide his drivers with the appropriate emergency action instructions and any other documentation as required by host nation and international transportation regulations, which ever may apply.

4. All transportation vehicles shall carry spill control and cleanup equipment and supplies as would be required for the hazardous wastes transported.

5. The contractor is required to pickup/remove waste from Centralized Collection Points (CCP) at DRMO Anaconda, DRMO Al Asad and Camps Speicher and Victory as specified by the COR (or other DRMO locations as they become operational). The contractor shall furnish all personnel, labor, supervision, supplies, equipment and vehicles required to perform the work specified in this clause and as required from information listed on the task order. If work is to be performed at other sites the contractor will be expected to perform the same as for CCP.

6. The contractor shall be responsible for ensuring all vehicles transporting wastes are properly placarded in accordance with applicable transportation laws and regulations and meet all IMDG or other applicable requirements.

b. Once waste or material is loaded onto the contractor's vehicle, the contractor shall assume full responsibility and liability for the safe transportation and disposal of all such waste or material. Should any mishaps or accidents occur during loading or once the materials are loaded aboard the contractor's vehicles the contractor agrees to take appropriate action, to include all actions required by applicable U.S. laws, regulations and military directives, as well as host nation laws and regulations, at no additional expense to the U.S. Government. The contractor shall be responsible for the security of the waste from initial loading onto vehicles at the military installation pickup point to ultimate disposal of all waste materials and containers.

c. The contractor and his sub-contractor(s) are cautioned to ensure all items are loaded in accordance with all applicable regulations.

1. Incompatible wastes shall not be loaded together.

2. The contractor prior to departure will ensure that all loaded hazardous property is properly blocked and braced and secured for the type of transportation required.

3. The contractor is required to prepare all containers, including bulk size containers, i.e., IBCs, for transportation to a recycling/disposal facility in accordance with applicable transportation laws and regulations, and in accordance with recycling/disposal facility requirements.

4. The contractor shall ensure all containers are properly marked, labeled and packaged as required by applicable regulations prior to any transportation.

5. If items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials subject to the limitations in B.4.2.

d. CLINS will be established for milvan/seavan/conex containers used by highway transportation and for water/vessel transportation. The contractor shall provide the number of containers required to the COR after review of the DD Form 1155 or 1348-1 documents for the delivery order being removed.

### **C-13 SPILL AND CONTINGENCY RESPONSIBILITIES**

a. The character of the mission in the Iraq theater of operations covered by this contract requires the contractor to have the ability to be responsive to unforeseen immediate and urgent circumstances should they arise, including injury, illness of key contractor personnel, on site contractor personnel refusal of access to military facilities, and spill response.

b. The contractor is solely responsible for any and all spills or leaks occurring during or resulting from the performance of this contract, which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The contractor agrees to clean up such spills or leaks to the satisfaction of the U.S. Government as represented by the COR and in compliance with all applicable laws and regulations of the country in which the spill occurs. The clean up and disposal of all spill residues and debris shall be at no additional cost to the U.S. Government.

c. The contractor shall arrive at the pickup site with all required spill prevention and containment equipment and supplies, including salvage (overpack) drums, absorbent material, non-sparking tools, spark-free shovel, and the appropriate personal protective equipment, including but not limited to respirators, gloves, and boots.

d. Contractor shall report to the COR and CO all spills, regardless of quantity. Spills shall first be reported by telephone/other communication device to the COR immediately following the incident and shall be followed with a written report to the CO no later than five (5) calendar days after the telephonic report.

e. When reporting a spill the following information shall be furnished by the contractor to the COR:

1. Description of item spilled (including identity, quantity, manifest number).
2. Whether amount spilled is reportable by law of country where the spill occurs and whether it was reported.
3. Exact time and location of spill including a description of the area involved.
4. Containment procedures initiated.
5. Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.
6. Provide the name, address, and phone number of persons involved in the incident.
7. Summary of any communications contractor has with the press or officials where the spill occurs and U.S. Government officials other than the CO (once approval to release information has been granted by the CO) (See Public Affairs Coordination clause below).

f. Upon completion of the spill cleanup and disposal of the spill residue:

1. The contractor shall submit a summary report of the spill to the COR and CO..

2. The report shall include cleanup and disposal procedures taken, outside assistance required (if any), personal injury involved, and the names and telephone numbers of all national, regional, or local officials contacted.

#### **C- 14 PROHIBITION OF SERVICES ON U.S.GOVERNMENT PREMISES**

a. Treatment or disposal of any hazardous waste is not permitted on U.S. Government facilities. The contractor shall dispose of any garbage or trash resulting from contract performance in a proper manner off the installation. However, all reference to the U.S. Government must be removed on any discarded items.

#### **C-15 CONTRACTOR FURNISHED FACILITIES**

The contractor shall furnish all equipment, materials and services necessary for the performance of this contract except as otherwise provided in this contract. Contractor furnished equipment, materials and services shall include, but are not limited to the following: suction trucks, pumping equipment, container trucks, portable scales for weighing drums and bulk containers, personal protection equipment (PPE), sampling equipment, drum dolly, forklifts, incidental spill cleanup supplies.

#### **C-16 RESERVED**

#### **C-17 RESERVED**

#### **C-18 MISIDENTIFIED ITEMS**

a. If the U.S. Government misidentifies a waste description on a delivery order, the contractor has the responsibility to inform the COR as soon as the contractor becomes aware of the misidentification. The contractor shall notify the COR either prior to removal or within five (5) calendar days of the removal and prior to disposal. The contractor is not obligated to remove the waste if the Government misidentifies it. The waste shall not be treated or disposed of until the Government has made a determination on the matter. Once a determination has been made, the contractor shall be paid the disposal price in accordance with the contract price of the actual waste removed.

NOTE: The contractor shall not conduct the analysis until the CO has been informed of the misidentified items, and the need for a separate analysis (beyond those normally performed prior to disposal, i.e., not charging the Government). The CO must approve the additional Sampling and Analysis, and issue a modification to add the CLIN for Sampling and Analysis, prior to the contractor performing the services, otherwise the contractor will not be paid (separately) for those sampling and analysis services.

#### **C-19 WASTE IDENTIFICATION / SAMPLING AND ANALYSIS SERVICES**

a. The contractor or sub-contractors may be called upon by the COR to provide guidance and assistance to the generator and/or the COR for the identification of waste in accordance with local host nation laws or this contract. The final decision on waste classification resides with the generator. However, the contractor can challenge a waste description through the COR. The contractor must provide proof through lab analysis when challenging a DoD waste identification.

b. The contractor shall provide all services, property, supplies, furnishings and equipment necessary to conduct the required test(s) of Government selected items. The order of this service using any of the analysis CLINs listed will be by "each", meaning one each equals one waste stream

(or one kit). The contractor shall complete a chain of custody form for each sample taken and provide them with the analytical data.

c. When the U.S. Government orders chemical analysis services under this contract it should not be considered either a precursor or prerequisite to the Government ordering the removal of wastes described in accordance with this contract. Sampling shall occur within 15 days of issuance of the delivery order with results provided to the COR within 30 days after sample is taken. The analytical report shall include:

1. Results of analysis in the English language.
2. Method used, identified by an internationally recognized title, reference number, or description of method.
3. Parameters tested, their detection and regulatory limits, and the units involved (i.e., mg/l, ppm, mg/kg).
4. Identification of the laboratory conducting the analysis and the signature of the chemist and/or laboratory manager.

d. The contractor shall provide a receipt for samples taken prior to departing the military installations. The receipt shall include time, date, and unique sample number for each sample taken. The DD Form 1155 shall contain the signature of the COR to confirm that the services have been received.

e. When analysis CLINs are ordered, the contractor shall profile the sampled wastes for disposal purposes, return the results and the profile to the COR in the timeframe above. The contractor shall provide a statement from the testing laboratory that the entire sample was used in the analysis. If there is additional sample left over after analysis, the contractor is responsible for its disposal. The disposal of test samples shall be in accordance with all applicable laboratory nation regulations. DRMS Form 1930 Hazardous Waste Profile Sheet shall be submitted to the COR with the analytical report.

NOTE: The use of military or US postal service is not authorized. It will be up to the contractor to procure mail carrier service, i.e., FEDEX, DHL, Global.

f. Analysis that the contractor performs for purposes of disposal, whether for his own information or that required by a disposal/recycling facility shall be at no additional charge to the U.S. Government. Field tests will not be authorized unless such test has been specifically approved by the COR and CO as compliant with international standards. The U.S. Government may request copies of the actual analytical results such as AA or GC charts and graphs, calculations, retention times, attenuation, standard calibrations, spike and blank sample documentation, and quality control checks.

g. Only laboratories having proper laboratory certification shall be used to perform waste analysis under this contract. **The contractor shall provide documentation that each laboratory proposed to be used under this contract is competent to perform waste analysis in accordance with USEPA or equivalent international methods.**

## **C-20 PREPARATION OF WASTE FOR TURN-IN**

a. Waste disposed of under this contract may possibly be contaminated with one or more substances not specifically identified in the CLIN. These contaminants may include, but are not limited to water, dirt, grease, oils, fuels, solvents, and heavy metals.

b. While the U.S. Government may have the waste packed for shipment in-country this does not relieve the contractor from packaging/repackaging the waste to meet international air, water, or highway shipping requirements, which would include labeling, marking, and container requirements.

c. The generator of the waste is required to document the constituents of the waste for turn-in to the DRMO. The hazardous waste profile sheet or other information used to characterize the waste will be furnished to the contractor within 30 days of contract award and thereafter upon request by the contractor if needed to replace or update the original information.

## **C-21 WEIGHING OF WASTES**

a. Weights on task orders are permitted to be estimated weights and shall require verification weighing by the contractor and COR prior to departure from the installation. Truck scales are available for use by the contractor on Anaconda and Al Asad, but may not be located at the other locations. The contractor should consider the performance impacts of the weighing process when determining removal timelines (i.e., time and distance to process through scales). An authorized Government representative will witness all weighing that occurs on site and shall be provided a copy of the weight ticket from the contractor. The weight agreed upon by both the contractor and the Government representative at the time of removal, shall be recorded on the DD Form 1155 and will be the basis for payment to the contractor. Unsubstantiated charges for subsequent increases in weight, after removal from Government custody, will be the responsibility of the contractor.

b. All trucks will weigh in upon arrival to the base on truck scales and again when leaving the base. This weight from the weight ticket will be used on the manifest/shipping papers for all Bulk Items.

c. Non-bulk Items:

1. For non-bulk items, the contractor shall provide portable scales for outweighing of property, except as noted above. Portable scales must have a minimum capacity of 700 kilograms. For the purpose of this contract, scales permanently affixed or built into a vehicle are considered portable scales.

2. Prior to the use of portable scales at each pickup site, the contractor must demonstrate reasonable weight accuracy to the Government representative. Only materials to be removed by the contractor will be weighed. Pallets, boxes, strapping, etc, which are not integral parts of the packaging and are not being removed by the contractor will not be included in the weight. Containers and pallets that are to be destroyed along with the wastes/materials that they contain shall be included in the net weight.

3. Government scales may be used, in lieu of scales provided by the contractor, only where they are available, operable, and authorized by the Government representative. The contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable.

c. The contractor shall provide annual calibration certificates or provide a calibration standard weight of known and verifiable value, i.e., 200 KG, 500 KG, to verify the accuracy of the scales on site. The second method is especially suitable for small portable scales.

d. When the contractor does not provide scales and when Government non-bulk scales are not available the contractor shall use the difference of empty and full trucks to arrive at the final weight. Any discrepancy in final weights from the total on the DRMS Form 1155 and the scale weight, either up or down, shall be annotated by the COR and corrected by the CO per lines on the 1155.

## **C-22 CONTAINERS / PURCHASE OF CONTAINERS**

a. The Government does not warrant that containers are suitable for transportation in accordance with the applicable laws and regulations, even when they may be undamaged or non-leaking. In order to comply with performance oriented packaging (UN) standards, the contractor may have to repackage some waste before conducting an international shipment. It will be the contractor's responsibility to ensure all waste is properly packaged and correctly marked and labeled for transportation subject to the repackaging limitations in B-4.2.

b. The contractor is required to adhere to the following requirements for processing U.S. Government owned containers:

1. Containers, which are not reused, must be incinerated or crushed.

2. The contractor is responsible for the removal of all markings indicating U.S. Government ownership of containers that are intended to be reused.

c. Containers purchased by the U.S. Government using specific CLINs, must be delivered to the Government with at least 90% of the life span of the containers available for use, i.e., a 120L drum should have at least 4.5 years of use left before the UN certification expires. Various size and type containers may be required for this contract in addition to wooden packing crates and tri-walls.

d. When ordered the contractor shall furnish intermediate bulk containers, IBCs, for use by the U.S. Government. These containers may be required to stay on site for periods longer than 30 days and may be rented for additional 30 day time frames.

## **C-23 EMPTY CONTAINERS**

The Government may have empty containers and/or drums that are no longer required or have deteriorated so that they are no longer usable. The containers may have some residual liquid remaining in the drums (less than 3 inches). The contractor shall be required to drain the liquid, crush the container and send it to disposal under the applicable waste CLIN via the DD Form 1155.

## **C-24 LOADING / UNLOADING OF CONTRACTOR VEHICLES**

a. The contractor is required to bring all equipment, including but not limited to a pallet jack and forklift, to perform the loading, securing, and removal of waste. The Government will not block, chock, lash, band or in any other manner secure the cargo on such conveyance furnished by the contractor. The contractor understands that any offers by Government personnel to use Government equipment for other than loading of materials are unauthorized and the contractor shall not accept any such offers. The U.S. Government will not load or unload the contractor's conveyance under this contract unless extenuating circumstances occur and the COR has given written consent.

b. As an exception to this clause the Government will tailgate load non-bulk waste on the contractor's conveyance when necessary and only when extenuating and emergency situations arise. If the Government feels that the contractor is not putting forth good effort to provide loading equipment then monetary consideration shall be taken against the contractor. It will be up to the COR to provide information to the CO documenting these occurrences.

c. The contractor also agrees that it will indemnify, save and hold harmless the United States of America and any subdivision or agent thereof, from any injury, damage, or liability claimed as a result of the Government loading of the contractor's conveyances during the term of this contract.

## **C-25 WASTE STORAGE RESTRICTIONS**

- a. If the contractor elects to store the waste it shall be properly stored in a manner that effectively mitigates hazards to human health and the environment. Incompatible chemicals shall be segregated, all containers shall be non-leaking, in good condition and labeled. Storage areas shall be properly labeled and have a containment system to prevent spills or leaks from reaching the environment.
- b. If the contractor must store waste in Iraq **FOR LONGER THAN 30 DAYS** before shipment, either by highway or water, the COR shall retain the right to inspect the facility for containment, segregation, and fire suppression. (See attachment for inspection criteria).
- c. Storage of waste cannot exceed the TSDR Facility's permit restrictions, but in all cases shall not exceed one year.

## **C-26 RECYCLING RESTRICTIONS**

- a. The contractor is required to use only firms approved by the Contracting Officer. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains regulated waste, as defined by host nation laws.
- b. The contractor must provide an audit trail, which includes the facility that will recycle the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.
- c. Dilution in the recycling process, to include blending down, of hazardous waste contaminants is prohibited.
- d. Some waste streams will be ordered for recycling, i.e, lithium batteries. The COR shall order the recycling CLIN, however, if a waste designated for recycling by the Government does not meet required parameters, the contractor must notify the CO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned by the COR.
- e. It is the contractor's responsibility to ensure that waste is recycled or disposed of in accordance with the timeframes specified in Section F.

## **C-27 COMPRESSED GAS CYLINDERS**

### a. General:

1. The contractor shall provide all services necessary for the assessment of all gas cylinders, the decommissioning, and final treatment/disposal of cylinders. Cylinder disposal shall result in the destruction of the cylinder. Cylinders on this contract will not be recycled.
2. When the Government has information identifying cylinder contents, it is provided for information purposes only and is not a guarantee of the contents. A listed content does not relieve the contractor from the responsibility to ensure that the contents are correctly identified.
3. The contractor shall not remove any gas cylinders whose contents cannot be identified/confirmed or when no known disposal method is available. Sampling of contents for identification purposes only is authorized. The contractor is required to provide the COR written explanation for refusing any cylinders for processing (see attachment). Refused cylinders must be identified by serial number or other identifiable markings or by a contractor/COR assigned identification number. This number must be identified in the written explanation refusal.

4. The contractor is required to dispose of the gas in accordance with DLAI 4145.25 at [www.dlaps.hq.dla.mil/dlai/i4145.25htm](http://www.dlaps.hq.dla.mil/dlai/i4145.25htm) or requested by the COR. The contractor shall provide a certificate of disposal back to the COR for all cylinders and their gases.

5. The contractor shall provide a completed Compressed Gas Cylinder report to the COR for each cylinder at each pickup location (see attachments 12 and 13 ).

6. To decommission empty cylinders the contractor shall take the following actions to process each cylinder containing identified non-inert gas or inert gas:

(a). Track every cylinder by serial number, CLIN, and delivery order number throughout the disposal process until each individual cylinder's contents are purged or the point of final release of each cylinder from the contractor's custody.

(b). Purge and cleanse all cylinders of their contents. The contractor shall dispose of all rinsates/residues/hazardous wastes generated by this requirement at no additional cost to the Government.

(c). Decommission/dispose of each cylinder, which contained non-inert materials. Prior to release by the contractor, the contractor shall obliterate all DoD identification markings present on every cylinder disposed of under this contract. For example, grinding or cutting out (with a cutting torch) may meet this requirement. The contractor shall dispose of each cylinder using one of the following methods:

1) Smelting cylinders using a scrap metal recycler. Prior to smelting, the contractor shall de-valve the cylinder, mark/stamp the cylinder "CONDEMNED-SCRAP" and drill/puncture a hole, at least ½ inch in size through the cylinder. As an alternative to drilling or puncturing a hole, inlet threads shall be destroyed sufficiently to prevent installing a valve with a gas tight seal or the contractor may cut the cylinder in half. The contractor shall complete/provide certificates of destruction for all cylinders disposed of using this method. Cylinders too small for marking/stamping are required to be tagged or labeled with the words "CONDEMNED – SCRAP".

2) Burying cylinders in an approved landfill. Prior to burial, the contractor shall de-valve the cylinder, and mark/stamp the cylinder "EMPTY". The contractor shall complete and provide certificates of destruction for all cylinders disposed of using this method.

NOTE: This is the only method acceptable for disposal of asbestos containing non-inert cylinders.

b. Evaluation / Identification of Cylinders: Some cylinders may contain unknown contents, have inoperable valves, or may be plugged or may not be transportable due to their condition. The contractor is required to perform an evaluation of the cylinders on site and provide the results of the evaluation. This evaluation includes, but is not limited to, a visual inspection of markings, labels, cylinder type, etc., as well as condition of the valves (operable/inoperable). This report will indicate, among other things, whether sampling and analysis will be required to identify the contents and whether the contents need to be recontainerized. The contractor shall have fifteen (15) calendar days from issuance of a written delivery order to complete the evaluation and submit the report to the COR.

c. Analysis to Identify Cylinder Contents: The contractor shall be required to perform appropriate analysis to properly identify gases and complete waste profile forms. The contractor shall be required to sample and analyze the contents of one cylinder. After issuance of a written delivery order, the contractor shall be required to draw all samples, complete all tests, and provide typed waste profile sheets to the COR within thirty (30) calendar days. The contractor shall perform sampling in such a manner that no gas is emitted to the atmosphere. Analysis of waste and completion of waste profile sheets is in this contract to serve DOD generators covered by this contract. It is not intended to alleviate the contractor's responsibilities under other sections of this contract. The contractor shall be

responsible for the proper disposal of all samples taken IAW all applicable host nation laws and regulations. Cylinders may have either a valve or plug.

d. Recontainerization / Replacement of Valves: The contractor shall be required to recontainerize cylinders containing either inert or non-inert or unknown gas when the cylinder has been determined to be non-transportable. Recontainerizing may include (but is not limited to) removing gas from one cylinder and placing it into another UN approved cylinder/container. Cylinders may either have a valve (operable/inoperable) or a plug in place. The contractor shall be required to replace an inoperable valve. The contractor shall have thirty (30) calendar days from issuance of a written delivery order to complete the recontainerization and/or valve replacement. When the gas is an unknown and there is no other means of extracting a sample for analysis, the U.S. Government will order analysis under a contract CLIN at the same time as the recontainerization. In this instance the contractor shall be required to complete all tasks associated with both recontainerization, valve replacement, and/or analysis to identify contents within thirty (30) calendar days. All actions taken by the contractor resulting from recontainerization may either be transported off-site or cleansed on-site (inerts only) and placed in an area designated by the COR. In either case, the contractor is required to remove all DoD identification markings and puncture a hole in the cylinder.

## **C-28 POLYCHLORINATED BYPHENYLS (PCBs)**

All PCB, PCB contaminated and PCB suspect material under this contract shall be disposed of by incineration. For purposes of this contract, all PCB, PCB contaminated and PCB suspect material is defined as being 50 ppm and above.

(a) DISPOSAL METHODS: The contractor shall dispose of all items in a manner which is in conformity with host nation or disposal nation regulations. The contractor shall provide a complete audit trail of those CLINs being disposed of. The contractor is to provide a complete list of facilities performing detoxification and disposal. Letters of Agreement must indicate the recipient of the materials has a total knowledge of the material being accepted, i.e., PCB laden items, articles, transformers, capacitors, etc.. All rinsate (from containers) is to be collected, detoxified, and incinerated. Containers are to be triple rinsed and incinerated in a facility approved for PCB disposal.

Certificates of Disposal/Destruction for PCB bearing property shall be provided to the COR within 30 days from date of PCB destruction. The prime contractor shall return Certificates of Disposal/Destruction for all items listed on the original manifest/shipping paper, this includes items sent to subcontractors for destruction. This is in addition to the requirements of C-31.f.

(b) CERTIFICATE OF DISPOSAL: A Certificate of Disposal must be returned to the COR and accompany the documentation stated in C-31.f listing all disposal methods, which will include the method(s) of disposal and destruction.

## **C-29 TRANSPORTATION SERVICES - CLIN(s) A/L/P/V6000-6099**

The inclusive transportation cost CLIN will be chargeable on a 1 (one) "EACH" basis. This CLIN will be chargeable based on the equivalent volume of up to a 40 foot Sea Land Van (i.e. If the contractor is given the volume of a 20 foot Sea Land Van, regardless of the container size used, they will be given one fee (i.e. 1 EA). If the contractor is given the equivalent volume of a 40 foot Sea Land Van, and chooses to use two 20 foot containers, they will also only be given the one fee (i.e. 1 EA), despite using two (or more) containers. If the contractor is given the volume of 2 ½ - 40 foot Sea Land Vans (i.e. two 40 foot and one 20 foot Sea Land Van), they will be given three fees (i.e. 3 EA), etc.). Offerors are to submit a transportation plan, outlining method of transport, equipment and personnel to be used, in response to Section L – Operations/Technical Plan requirements. Upon receiving notification of a new site/location, the contractor shall supply a transportation plan, to include the

route, equipment used, and personnel; this should also include any other pertinent data, such as time frames, import duty fees, customs fees, Basel notification fees/costs and time frames for obtaining them, and any other charges applicable which may affect the timing of the transport of the HW to the final disposal destination. Contractors are required to provide a plan within 2 weeks of notification of a new site. Contractors may only proceed once approval is granted by the Contracting Officer. No additional fee shall be accrued, or payable, in developing said plan.

**Note 1:** The contractor is responsible for researching, arranging and making any necessary contacts to verify all transportation methods and routes proposed and shall perform the necessary notifications and obtain any required approvals. All transportation costs, including those related to performing notifications and obtaining approvals, must be included in the CLIN unit price. Once an award is made on this solicitation, the charge (with Unit of Issue "EACH") is fixed and covers each mode of transportation throughout the length of the contract. (i.e. Charges included in the Transportation CLINs apply to both the primary and alternate disposal methods and transportation routes, as well as any new methods/routes which must be developed - in the event that both the primary and alternate methods/routes become unusable), and hence, are all inclusive. Contractors must include costs applicable to both the primary and any alternate routes/disposal methods – no additional costs will be paid in association with a failure to use the primary disposal method and routes unless such costs are warranted under the Changes clause - I-42, (FAR 52.243-1).

**Note 2:** Reserved

**Note 3:** Should the Government order multiple pickups from different locations on one delivery order, or issue multiple delivery orders for different sites, the contractor shall make reasonable effort to pack for transshipment in the manner that is most economically advantageous to the Government and is compliant with security requirements and transport regulations.

**Note 4:** All transportation charges are covered under Transportation CLINs (A/L/P/V66000-6099), specifically for this purpose; as a result, proposed unit pricing for hazardous waste disposal CLINs should not include any charges related to transportation. All other costs for performing shall be included in the cost of the disposal CLINs. Should a new location be added that is **more than 100 miles one way from an existing transportation route** used on the contract a new Transportation CLIN, specific to that location, will be added to the contract via modification, and the Transportation CLIN unit price negotiated with the contractor.

## **C-30 TREATMENT AND DISPOSAL RESTRICTIONS**

a. The contractor shall dispose of regulated and non-regulated hazardous wastes under this contract by means of treatment or disposal technologies that best mitigate hazardous of such wastes to human health and the environment. For certain waste types, the U.S. Government specifies below the particular treatment technologies that shall be used to meet this condition. The U.S. Government encourages the disposal/recycling of waste in local disposal facilities, provided the facilities meet the specifications as outlined in this contract and are licensed by the competent authority.

b. An incinerator must be licensed or permitted by the competent authority after demonstrating its technical effectiveness in accordance with regulations. A hazardous waste incinerator is any device for thermally destroying or recovering heat from a waste, such as an incinerator, industrial boiler and furnace. It must be designed and operated to effectively achieve a destruction and removal efficiency of 99.99% for the organic hazardous constituents, which represent the greatest degree of difficulty of incineration in each waste or mixture of waste. The incinerator must minimize emission or particulate matter and emit no more than 1.8 Kg (4 pounds) of hydrogen chloride per hour.

c. The land disposal facility, authorized by the competent authority, must have at least 1 (one) (1) liner and a leachate collection system. The liner, made of either natural or man-made materials, must restrict the downward or lateral escape of hazardous waste, hazardous constituents or leachate and have a permeability rate as specified by the host nation. The land disposal facility must also monitor and determine the impact on groundwater quality, if the facility overlays an aquifer or if the runoff from the facility flows into an aquifer recharge area. Other land disposal facilities may qualify as a secure landfill, provided the methods for preventing migration are proven to be at least as effective as a liner and leachate collection system, as described above.

d. Wastes are treated to recover organic compounds using one or more of the following technologies: distillation; thin film evaporation 'steam stripping'; carbon adsorption; critical fluid extraction; liquid-liquid extraction; precipitation/crystallization or chemical phase separation techniques, such as decantation, filtration and centrifugation when used in conjunction with one of the above techniques.

e. Wastes are treated in such a way that soluble heavy metals are fixed by oxidation/reduction, or by some other means which renders the metals immobile in a landfill environment.

f. Units used for fuel substitution shall be operated, according to applicable technical operating requirements, to achieve destruction of hazardous constituents and to control emissions as efficiently as a hazardous waste incinerator.

g. These restrictions are not intended to contradict existing host country laws, regulations, decrees and orders or subsequent binding instructions from competent authorities. If the contractor is aware of such a contradiction, or wants to use an alternative and effective treatment technology, the contractor may request a waiver from the CO. The contractor shall not commence performance under a waiver request until the CO has granted written approval of the waiver. Contractors should be aware that standards incorporated herein are based on the DoD policy and may be more stringent than host nation law. This is not considered a contradiction with existing host country law- but merely a situation where the U.S. DoD is contractually requiring assurances or protections exceeding those required under host country law.

h. Landfill of Waste: Dangerous waste can be disposed of only in Type IIB or IIC landfills or in Type III landfills. Disposal of the following waste categories in landfills is prohibited:

- i. Liquid waste
- ii. Waste classified as Explosive and/or Comburent (oxidizing agent)
- iii. Waste with a flash point lower than 55°C
- iv. Waste containing corrosive material classified as R35 in concentrations above 1%
- v. Waste containing corrosive material classified as R34 in concentrations above 5%
- vi. Pesticide preparations
- vii. Waste containing PCBs or PCTs in concentrations greater than 25 ppm
- viii. Waste containing or contaminated with dioxin and/or furans in concentrations greater than 10 ppb
- ix. Waste containing ozone depleting substances (ODS) or waste that during degradation could generate ODS

## **C-31 REQUIRED REPORTS**

a. Order for Supplies or Services (DD Form 1155), Delivery Order, Verification Certification:  
DD Form 1155, Delivery Order Form (see J-1, Attachment 1) shall be completed for all items ordered or services performed on a delivery order, to include transportation, removal of waste, sampling and

analysis, etc. as required. At the time of waste removal or service the contractor shall complete the applicable blanks on the form for each removal/transport of wastes, to record the type of wastes, quantities removed and waste codes, if required. These quantities so annotated will be the basis for payment. Once wastes have been loaded onto the conveyance, and prior to departing the military installation, the contractor shall obtain the COR's signature to confirm the type of wastes and quantities removed, and to verify the removal services. No invoice for removal of waste shall be paid without the certified form.

b. Transboundary Shipping Document:

For wastes disposed outside of the country or origin, the contractor shall prepare all necessary transboundary shipping documents where applicable, i.e, Basel notification and movement documents and/or any other shipping document required by the country where disposal is ultimately performed. The completed documents shall be returned to the COR. If Basel notifications apply, then the contractor shall provide the COR a copy of the disposal facility's Basel notification of completion of disposal (Basel Convention, article 6, para. 9) no later than 60 days following waste disposal. Photocopies of all completed shipping documents will also be forwarded with the invoice. Submissions of these documents must reference their applicable DO number.

c. Manifest Tracking Log, DRMS Form 1683(E):

The contractor shall complete DRMS Form 1683E, (see J-1, Attachment 3), annotating all wastes removed, which are included on the invoice. An authorized company official shall sign the form.

d. Shipping Papers:

The contractor is responsible for ensuring that all regulated/hazardous transported waste is accompanied by a shipping paper (host nation regulated/hazardous waste manifest, consignment note or notice of delivery) to ensure a complete audit trail from point of origin to an approved facility. All non-English shipping papers must be accompanied by an English translation addendum. The shipping paper will, at a minimum, contain the following:

1. A unique reference number (five (5) digits XXXXX may be alpha or numeric, or a combination.
2. Date of removal, transport, and receipt at waste processing facility.
3. Description of the waste, quantity in kilograms, and hazard class of the waste being transported.
4. Reference to the associated Contract Number, Delivery Order and Delivery Order Line Items removed.
5. Printed name and signature by the COR or designated US representative.
6. Name and signature of the vehicle operator.
7. Vehicle license number.
8. Addresses of the waste producer, transporter and destination.
9. Name and signature of a representative from the waste processing facility (point of destination after delivery).

At the time of removal, one copy of the completed shipping papers shall be given to the COR. Additionally, any transportation and host nation manifesting requirements established by the International Maritime Dangerous Goods (IMDG) Code, the May 1989 Basel Convention on the Transboundary Movement of Hazardous Waste and their Disposal (if applicable), must also be completed and provided to the COR upon removal. The COR has the authority to decline the signing of any shipping papers for waste loads which are not in conformance with transportation or environmental regulations.

e. Waste Report:

The contractor shall provide to the COR a cumulative annual report which summarizes hazardous waste movements from point of generation to the disposal facility. The report shall include at a minimum:

1. Installation name.
2. International waste description according to the UN standards.
3. Quantity in kilograms.\*
4. Date removed from the U.S. installation.
5. The final disposal/recycling facility and dates of disposal.
6. The method of disposal.

The report will be provided by January 15<sup>th</sup> for the previous calendar year. If the contract ends prior to the end of a calendar year, the report will be required within 90 days of the end of the contract.

\*The report must indicate how much waste from each waste generator went to which final disposal/recycling facility.

f. Certificate of Disposal:

The contractor shall provide a signed Certificate of Disposal (CD) from the TSDF, annotating all wastes removed. The CD must be completed in the English language and submitted to the contracting office within 60 days after the date of disposal not to exceed 270 days after delivery order issue date. It is essential that the CD records the method of disposal, i.e, incineration, landfill, or energy recovery, etc., as well as the actual facility where the waste was destroyed. An authorized company official shall sign the form.

The Certificate of Disposal must contain the following information:

1. The identity of the disposal facility, by name, address, including country, and permit number.
2. The identify of the waste covered by the CD, including reference to the shipment number, manifest/shipping paper number and document/line item number.
3. A statement certifying the fact of disposal of the identified waste, including the date(s) of disposal, and identifying the disposal process used.
4. All information pertinent to any discrepancies between the quantities of waste removed and the quantities rendered harmless through disposal.
5. A certification stating the following language: "I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified section(s) of this document for which I cannot personally verify truth, and accuracy, I certify as the company official having supervisory responsibility for the persons who, acting under my direct instructions, made the verification that this information is true, accurate, and complete."

g. Certificate of Recycling:

The contractor shall provide a Certificate of Recycling for all waste that is recycled/reclaimed on this contract to the CO within 30 days after acceptance by the facility. (see C-.26) Recycling CLINs may not be ordered or arbitrarily used for PCB or cylinders on this contract.

## **C-32 ANNUAL AUDIT AND SPOT CHECKS**

a. U.S. Government personnel or their authorized representatives retain the right to inspect any facilities used in the performance of this contract to verify compliance with regulatory and contractual requirements **at the U.S. Government's discretion.**

b. U.S. Government personnel or their authorized representative will conduct spot checks to verify compliance with regulatory and contractual requirements. These spot checks will include checks of contractor operations when picking up and transporting wastes and checks of contractor disposal sites.

### **C-33 PUBLIC AFFAIRS COORDINATION**

The contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

### **C-34 FORCE PROTECTION IN A CONTINGENCY OPERATION**

a. The U.S. Military will not be liable for any injury or accident under this contract. The contractor will be responsible for all *medical situations*, transportation, and costs should they arise.

b. The contractor is entitled to U.S. Military assistance in an *emergency medical care situation* in case of loss of life, limb, eyesight, or other injury that requires immediate emergency care. In such instances the US Military may provide emergency medical care and assist with transportation to the appropriate medical facility designated by the U.S. Military as capable of handling the patient's needs.

c. Under current Department of Defense policy, DoD has no legal obligation for protection of DoD contractors or contractor employees except in the case of approved military transport and while the contractor is on U.S. installations for the performance of this contract.

NOTE: Contractors will be required to comply with any force protection guidance or requirements that may be forthcoming (i.e., contractors will be required to comply with CO guidance on matters of force protection. This may include such measures as background screening for contractor personnel, unique uniforms or identification, or requirements limited access to U.S. installations or vessels to those accompanied by a U.S. Government employee).

d. If the contractor considers a situation exists which constitutes an unsafe environment due to regional hostilities, they shall inform the CO and COR to negotiate either an appropriate extension to the period of performance, for an appropriate reduction in price, or U.S. Government provided security until a safe environment can be reestablished. The contractor personnel shall comply with all U.S. Government regulations regarding security procedures, wearing of badges, access lists, and safety procedures.

e. The contractor is authorized to request no-cost military transport to include international MILAIR for personnel transport to and among the installations served under the contract on a space available basis. Should military transport not meet the timeframes for contract performance, the contractor is required to make other transportation arrangements that satisfy the contract performance requirements.

### **C-35 CONTRACTOR AMENITIES AT U.S. INSTALLATIONS**

The U.S. Government does not guarantee that the contractor, his employees, or his subcontractors will have access to housing, meals, or laundry facilities at all sites requiring waste removal. It is up to the contractor to request such amenities through the COR. Due to the changing requirements of each site it should be noted that any amenities allowed may change from day to day. Amenities may be granted subject to DFARS 252.225-7040.

## **C-36 SHIPPING CONTAINERS**

a. The contractor may be required to provide storage containers to the U.S. Government for on-site storage of hazardous property. The Government may order 20 ft milvan or 40 ft milvans, as needed, for an initial period of thirty (30) days. These milvans may reside on site for several months before movement/removal. The rental period begins on the 31<sup>st</sup> day after the initial rolloff is placed at the specified location. Rentals may be ordered on a month-by-month basis (one (1) each equals a one-month rental timeframe of thirty (30) days or in any timeframe required (2 each for 2 months, 3 each for 3 months). The contractor is required to price these containers for delivery and for rental. If long term positioning of these containers is needed the generator and contractor may come to an agreement on ownership of the containers and the rental of the container will cease at that time, rental cost will not be prorated.

b. The number of Seavan/Milvan/Conex containers required for shipment out of Iraq by the contractor shall be forwarded to the COR as far in advance as possible so that the DD Form 1155 can be annotated.

## **C-37 TRAILER SECURITY, PADLOCKS**

**DRMS-E**

**(SEP 2005)**

a. All Contractor trailers capable of being padlocked must be padlocked upon arrival at the pickup location. Failure to meet this requirement may result in the Government's halting of the pickup. All trailers capable of being padlocked must also be padlocked again prior to departure of the pickup location(s). The driver shall provide the padlock and lock the trailer without assistance from the COR or other Government representative(s).

b. The COR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in clause C-11(c) and refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups shall not be grounds for reimbursement by the Government.

c. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor has a trailer capable of being padlocked arrives and/or departs from the pickup location(s) without meeting the padlock requirements mentioned above and/or refuses to cooperate with any requests for additional identification and/or professional endorsements.

## **C-38 PRIME CONTRACTOR CONTINGENCY RESPONSE CAPABILITY**

The character of the mission in the theater of operations covered by this contract requires the contractor to have the ability to be responsive to unforeseen immediate and urgent circumstances should they arise. (i.e. including but not limited to: spill response while the waste is in-transit, accident, injury or illness of key contractor personnel, on site contractor personnel refusal of access to military facilities (to include Base Support Contractor facilities if these contain Military waste covered under the contract) or negligence on the part of contractor personnel) These situations will require the ability of the prime contractor to respond with experienced and qualified personnel, and/or equipment to the work site(s) (i.e.. base X or base Z, etc.) immediately if the situation warrants or within 24 hours of notification by the COR to ensure the successful completion of the mission. Successful execution of the contract will require that knowledgeable personnel be readily available to the contractor's on-site personnel as well as the Contracting Officer, by phone or other reliable communications device.

[End of Section C]

**PART I – THE SCHEDULE  
SECTION D**

**PACKAGING AND MARKING**

**D-1 CONTAINERS**

**DRMS-TPHB (NOV 2003)**

The contractor is responsible for preparing all containers, including Intermediate Bulk Containers (IBC's) for transportation to a recycling/disposal facility in accordance with applicable transportation laws and regulations, and in accordance with recycling/disposal facility requirements. The contractor shall ensure all containers are properly marked, labeled and packaged as required by applicable regulations prior to any transportation. The U.S. Government will make every effort to ensure that containers are suitable for transportation, however, occasionally the contractor will be required to repackage waste prior to shipment at no additional cost to the U.S. Government.

**D-2 VEHICLES**

**DRMS-TPHB (MAY 2000)**

The contractor is responsible for ensuring all vehicles transporting special wastes are properly placarded in accordance with applicable European Union transportation laws and regulations and meet all ADR/IMDG/RID, host nation or other applicable requirements.

**D-3 PACKAGING AND PACKING**

**DRMS-PMG (MAR 1996)**

Containers and labels purchased shall be packaged and packed in accordance with good commercial practice sufficient to assure safe arrival at destination without damage or loss.

**D-4 MARKING AND IDENTIFICATION**

**DRMS-PMG (MAR 1996)**

All containers and labels deliverable under this contract shall be marked or tagged with the following information: (a) contract number, (b) delivery order number; (c) the name and address of prime contractor and (d) the CLIN number and description of item.

[End of Section D]

**PART I – THE SCHEDULE  
SECTION E**

**INSPECTION AND ACCEPTANCE**

**E-1 NOTICE:** Clause numbers E-2 and E-3 in this section are hereby incorporated by reference. All other clauses listed in Section E are hereby incorporated in full text. .

**E-2 INSPECTION OF SUPPLIES-FIXED PRICE FAR 52.246-2 (AUG 1996)**

**E-3 F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES FAR 52.247-35 (APR 1984)**

**E-4 INSPECTION OF SERVICES-FIXED-PRICE FAR 52.246-4 (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain a Quality Control Program acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

**E-5 INSPECTION AND ACCEPTANCE (CERTIFICATE) DRMS-PHO (FEB 2001)**

a. The inspection of removal and the purchase of supplies shall be performed by the Contracting Officers Representative (COR) in accordance with clauses E-2 or E-4, by certification on the DD Form 1155, Delivery Order Form, for removal and transportation of wastes, sampling and analysis, and the purchase of containers and signs. (Attachment 1)

b. Final acceptance of services/supplies rendered shall be by DRMS-PHO certification on the contractor's invoice. DRMS-PHO shall verify that the supplies received and the removal and disposal has been completed in accordance with the terms and conditions of the contract by checking for:

(1) Completion of all blocks on the DD Form 1155 for each line item removed/accepted and last continuation page COR signature.

(2) checking that the Manifest/Shipping Papers, DRMS Form 1683, Manifest Tracking Log (attachment 3), or any other pertinent transportation/disposal documents have been correctly completed.

(3) checking that all copies of chemical analyses required have been submitted.

(4) Checking that only facilities approved under clauses H-3 and H-4, are utilized.

(5) Checking that only transporters approved under clauses H-3 and H-5 are used.

## **E-6 PLACES OF GOVERNMENT INSPECTION**

**DRMS (OCT 1993)**

(a) All services will at all times be subject to inspection by the contracting officer and his/her authorized representatives to include authorized contract audit companies. The Government and or its representatives shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government and or its representatives shall be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements (reference Section H, clause H-4).

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government and or its representatives by each subcontractor performing services under this contract.

(e) As part of the U.S. Government's right to conduct inspection of services under this contract, it shall be allowed to obtain information from host nation regulators that may be relevant to assessing the contractor's history of, or current, compliance with host nation environmental law and regulations.

[End of Section E]

**PART I – THE SCHEDULE  
SECTION F**

**DELIVERIES OR PERFORMANCE**

**F-1 NOTICE:** Clause numbers F-2 and F-3 in this section are hereby incorporated by reference. All other clauses listed in this section are listed in full text.

**F-2 GOVERNMENT DELAY OF WORK** **FAR 52.242-17 (APR 1984)**

**F-3 F.O.B. DESTINATION** **FAR 52.247-34 (NOV 1991)**

**F-4 STOP-WORK ORDER** **FAR 52.242-15 (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required or, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F-5 CONTRACT EFFECTIVE PERIOD****DRMS-PMG (MAR 1996)**

a. This contract shall be effective for a period of 12 months commencing September 1, 2006 or upon award of the contract, whichever is later.

b. The Government has the option to extend the contract for four, 12-month periods IAW clause FAR 52.217- 9, entitled "Option to Extend the Term of the Contract (MAR 2000)" which is incorporated in Section I in full text.

c. In addition to the options stated herein, the US Government may choose to extend more than once the current contract performance with the total extension period not exceeding six (6) months IAW the clause entitled "Option to Extend Services", which is also incorporated in Section I in full text.

**F-6 PLACE OF PERFORMANCE****DRMS-PMG (MAR 1996)**

Services under this contract shall be performed for US military installations in Iraq at the locations listed in this contract. Primarily: Camps Speicher, Anaconda, Al Asad, and Victory.

**F-7 RESERVED****F-8 PERIOD OF PERFORMANCE****DRMS-PHO (JAN 2002)**

a. The Contractor shall begin contract performance upon issuance of each written delivery order and provide all services listed on the price schedule in accordance with all terms and conditions of this contract.

b. If applicable, immediately upon award of the contract, the successful contractor must apply for Transboundary notifications (i.e., Basel notifications) and provide COR with biweekly reports on the status.

c. The services listed below shall be accomplished within the number of days (from issuance of the delivery order) as shown below:

Notification of Site Visits	5 days
Response Time (for start of mobilization after Call )	7 days
Basel Notification Copies to CO	7 days after submittal
Sampling of Waste	15 days
Return of Analysis	30 days
Perform Pickups and Transports after Issue of DO	30 days
Transboundary Shipment Documents Showing Disposal	60 days after disposal
Manifest Copy Showing Completion of Transportation	120 days
Manifest Copy Showing Completion of Disposal	180 days
Submission of Invoices w/Manifest Tracking Log	180 days
Submission of Disposal Facility's Basel	240 days
Notification of Completion of Disposal	

d. All items shall be removed from the Government facilities within the number of days shown in F-8c above from issuance of a written delivery order except as noted below. Removals, regardless of their performance timeframe, will not commence until the COR or other Government representative

has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed within the number of days shown in F-8.c above, after issuance of each written delivery order.

#### **F-9 TIME OF PERFORMANCE**

**DRMS-PHO (MAY 2006)**

a. All services performed under this contract shall normally be performed during regular working hours (0730 through 1700 hours) any day of the week with the exception of Sunday. Work hours may frequently extend beyond regular hours up to 12 or more hours per day when requested by the COR or as requested by the contractor subject to COR approval. The specific date and time for removal services, shall be coordinated with the COR in accordance with the timeframes set forth in clause C-11. The contractor is advised that military mission, special operations, increased force protection and training may affect the ability of the COR and the contractor to perform removals on certain days or at certain times during the work week.

#### **F-10 DELIVERIES**

**DRMS-PHO (FEB 2001)**

Containers and labels purchased shall be delivered F.O.B. Destination, within Consignee's Premises to the address cited on individual Delivery Order(s) issued against this contract during its effective period.

[End of Section F]

**PART I – THE SCHEDULE  
SECTION G**

**CONTRACT ADMINISTRATION DATA**

**G-1 ACCOUNTING AND APPROPRIATION DATA**

**DRMS-PMG (MAR 1996)**

Shall be stipulated on each delivery order.

**G-2 POWERTRACK DOCUMENTATION REQUIREMENTS, DRMS-PMG (MAR 1996)  
DRMS ACCEPTANCE, INVOICING AND TRACKING**

(This clause is applicable only to offers submitted in Euro or US dollar currency)

**G-2.1 Submission of Documentation to Facilitate Acceptance for Payment**

G-2.1.1 The contractor shall submit one complete set of documents per delivery/task order to allow acceptance for payment, as follows:

G-2.1.1.1 A copy of the Waste Manifest after it has been signed by the disposal facility.

G-2.1.1.2 DD Forms 1155, Delivery Orders Forms for pick-up certification, listing all wastes removed, sampling and chemical analysis performed, purchase of containers and signs, waste identification, segregation and packaging/repackaging.

G-2.1.1.3 A copy of all chemical analyses performance, if any.

G-2.1.1.4 Original, plus one copy of the completed DRMS Form 1683, Manifest Tracking Log.

G-2.2 The above documentation shall be submitted to:

Defense Reutilization and Marketing Service  
ATTN: DRMS-FST-OS Manifest Tracking  
POSTFACH 2027  
65010 WIESBADEN, Germany

**G-2.3 Acceptance and Invoicing**

G-2.3.1 Upon receipt of accurate and complete contractor Manifest Tracking documentation, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (626E) covering all items on the delivery/task order within 20 days of receipt of the contractor's original submittal. The 626E will be electronically transmitted to the contractor and directly to U.S. Bank for payment. Payment to the contractor will be made through Electronic Funds Transfer (EFT) within 24 to 72 hours of receipt by U.S. Bank. The contractor agrees to a mandatory fee for payments made through U.S. Bank. These fees are payable to U.S. Bank and will be deducted from the contractor's account when U.S. Bank transfers funds to the contractor's bank account. All fees are subject to the terms of the agreement signed with U.S. Bank. The Government will not reimburse the contractor for any fees assessed by U.S. Bank. H-13 also applies.

G-2.3.2 For Germany: Tax relief may be claimed quarterly by submitting a copy of the applicable 626E Forms together with the corresponding Abwicklungsscheine to:

Defense Finance and Accounting Service  
Kleber Kaserne Beg. 3200, Attn: EU  
Mannheimerstr, 218/219  
67657 Kaiserslautern Germany  
Phone: 06314-116-056 or 06314-116-523

G-2.3.3 Contractor tracking of the 626E submission for payment can be done through PowerTrack. For any discrepancies in payment, contact the contracting specialist or contracting officer at DRMS assigned to this contract

#### G-2.4 Remedies for Non-Compliance

G-2.4.1 Failure to submit timely and complete documentation for acceptance of payment on a delivery/task order under paragraph (a) above will result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, can utilize other remedies including those indicated below.

G-2.4.2 Note that consideration pursuant to E-4, Inspection of Services – Fixed-Price, can be taken against any open delivery/task order under the contract, not necessarily the delivery/task order with documented deficiencies.

G-2.4.3 By submitting for payment in accordance with the above terms including post-payment documentation requirements, the contractor certifies that all services, including receipt at initial Qualified TSDF and ultimate disposition of the items, conform in all respects with contract requirements.

### **G-2 NON-POWERTRACK INVOICE DRMS-PHO (AUG 2005)**

#### **PROCEDURES/MAIL INVOICE TO:**

(This clause is applicable to offers submitted in currency other than the Euro or USD)

G-2.1 . The contractor shall submit invoices (original, plus 1 copy for all countries **except** Germany which needs 2 copies) to include **Invoice Number, Contract Number, Delivery Order Number, Geographic Location, Delivery Order Line Item Number, BOSS Document Number, CLIN, Quantity, Unit Price and Extended Amount**, to the address shown below, together with the documents listed in para. G-2.3. **One copy of the Manifest Tracking Log shall also be sent to the COR.** The total quantity for each line item on the invoice shall not exceed the CLIN quantities ordered on the DD Form 1155 (Delivery order form). The last invoice under each Delivery order must be identified as "LAST AND FINAL INVOICE".

Defense Reutilization and Marketing Service – International  
ATTN: DRMS-PHO/Invoicing  
Postfach 2027  
65010 Wiesbaden, Germany

G-2.2 Within 20 days after receipt of Invoice, DRMS-PHO shall be responsible for submission of contractor's invoices to the following Finance Office for payment.

Defense Finance and Accounting Service HQ 0131  
ATTN: DFAS-CO-LG  
P.O. Box 369016  
Columbus OH 43236-9016

G-2.3 The contractor shall submit with their invoice the following documents:

- a. A copy of the waste Manifest after it has been signed by the disposal facility.
- b. DD Forms 1155, Delivery Order Forms for pick-up certification, listing all wastes removed, sampling and chemical analysis performed, purchase of containers and signs and waste identification, segregation and packaging/repackaging.
- c. A copy of all chemical analyses performed, if any.
- d. Original, plus one copy of the completed DRMS Form 1683, Manifest Tracking Log.

G-2.4 DRMS-PHO shall date and stamp all invoices upon receipt without delay, certify properly prepared invoices, and promptly forward them to the finance office specified in paragraph G-2.2. If invoices are incorrect or incomplete, DRMS-PHO shall identify the defects in handwriting on the invoices, and return the incorrect invoice(s) to the contractor for correction.

G-2.5 The COR shall certify all services ordered on the DD Form 1155, Delivery Order Form, make a copy for his/her records, and forward the original to the contractor.

### **G-3 CONTRACTING OFFICER'S REPRESENTATIVE**

**DFARS 252.201-7000 (DEC 1991)**

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

### **G-4 CONTRACT MANAGER/ ALTERNATE CONTRACT MANAGER/ ON-SITE TECHNICAL REPRESENTATIVE**

**DRMS-PHO (APR 2002)**

The contractor shall list below the names and telephone numbers of the Contract Manager, Alternate Contract Manager and on-site Technical Representative (OST) as required in C-10 or provide this information **no later than 15 calendar days after contract award**.

	Name	Telephone/Fax/E-Mail
Contract Manager	_____	Tel: Mobile: Fax:  E-Mail:
Alternate Contract Manager	_____	Tel: Mobile:

On-Site Technical  
Representative

\_\_\_\_\_

Fax:  
E-Mail

Tel:  
Mobile:  
Fax:  
E-Mail:

**G-5 ADMINISTRATIVE CONTRACTING OFFICER (ACO)**

**DRMS (APR 1984)**

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

[End of Section G]

**PART I – THE SCHEDULE  
SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**H-1 PASSES FOR ENTRY INTO MILITARY PREMISES**

**DRMS-PMG (MAR 1996)**

a. All personnel are required to have appropriate current and valid working permits and training for the jobs they will perform. Personnel that are required to work on installation must acquire authorization for entry and must use this authorization only for the purpose of performing under this contract. Not later than 15 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officers Representative (COR), in writing and in triplicate, a list of the personnel employed in the performance of the work under this contract, with the following information:

- Name and address of person(s)
- Date of birth
- Place of Birth
- Identification/Passport Number

Legible Copies of Identification Documents (front and back sides)

b. The Contractor shall also furnish a list of private and commercial vehicles which shall be used in conjunction with the work and entering the US premises. The list shall be submitted with the personnel list and shall include:

- License Plate Number
- Drivers License Number
- Model, type, color and make of vehicle and year of manufacture

c. After receipt of the lists, described above, the COR shall obtain passes from Security, which are necessary to enter US military premises. Passes shall be obtained in approximately 10 days after submission of the information requested above. The contractor shall inform all personnel employed under this contract that they may be subject to search at the discretion of the installation Commander, when entering or leaving the US military installation.

d. The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual community Commander.

e. The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). Immediately upon termination of a contractor's employee or upon expiration of the contract all passes shall be returned to the COR. These procedures will include the actions required by applicable base regulations for lost and stolen passes. Copies of applicable base regulations shall be provided by the COR after contract award. The contractor shall inform employees that they are subject to search when entering and leaving U.S. installations.

f. Citizens from the following designated countries (passport holders) are not authorized access to U.S. military installations: Afghanistan, Algeria, Burma, Cambodia, Cuba, Iran, Laos, Libya, Mongolia, North Korea, Peoples Republic of China (including Tibet), Syria, Yemen and the former Yugoslavia (Serbia, Montenegro and Bosnia Herzegovina) Albania, Egypt, Lebanon, Pakistan, Bangladesh, Ethiopia, Nigeria, Sierra Leone, Eritrea, Ivory Coast, Morocco, Somalia, Sudan and Kyrgyzstan.

## **H-2 ISSUANCE OF DELIVERY ORDERS**

**DRMS-PHO (FEB 2001)**

H-2.1 Contracting Officer(s) and duly appointed Ordering Officers of DRMS (Defense Reutilization and Marketing Service) are authorized to issue delivery order(s) to the contract within the scope of their authority.

H-2.2 No delivery order shall be issued unless funds are available. The issuance of a delivery order shall constitute notice of availability and obligation of funds for the items listed on the delivery order.

## **H-3 USE OF TRANSPORTERS AND TREATMENT, STORAGE, DISPOSAL & RECYCLING (TSDR) FACILITIES**

**DRMS-IE (APR 2002)**

H.3.1 The contractor shall not use or subcontract for the services of any transporters or TSDR facilities without prior approval of the Contracting Officer. The Government reserves the right to prohibit the Contractor from employing the services of a transporting company or a TSDR facility which does not possess the ability to satisfactorily perform in accordance with the provisions of this contract. The use of a subcontractor, however, does not relieve the contractor of any requirement set forth in this contract. The contractor is responsible for ensuring that all subcontractors perform in accordance with the terms and conditions of this contract.

H.3.2 If during the life of the contract the contractor requests approval of additional transporters or TSDR facilities, the Government must be allowed a reasonable amount of time to evaluate such requests. When the contractor requests additional transporters or TSDR facilities, the information required in Attachment 4a must be submitted. The contractor is not relieved of his contractual obligation to remove and dispose/treat all waste streams identified in Section B-7 within the contractual time frames while the Government is evaluating such request(s). However, the Government agrees to consider such requests and respond to the contractor in writing as to whether such a proposal is acceptable.

H-3.3 During the evaluation of offerors or at any time during the period of this contract, the Government may refuse the use of a proposed or previously approved transporter or TSDR facility if any of the following apply:

- a. The transporter or TSDR facility has ceased operations.
- b. The transporter or TSDR facility is identified as a significant violator of environmental laws or regulations by a competent authority, and has failed to enter into a compliance schedule or similar action.
- c. The TSDR facility has been identified as having contributed to groundwater contamination or is not acceptable under a competent authority's groundwater anti-degradation policy.
- d. The transporter or TSDR facility is not permitted and/or is not technically or fiscally capable of handling the property proposed.
- e. The transporter or TSDR facility received a negative finding as a result of a Government inspection during the preceding 12 months and failed to correct such deficiencies in a timely manner.
- f. The transporter or TSDR facility stores/treats the waste and then ships it to a TSDR facility currently excluded under the provisions of this section.

g. The Government determines that the transporter or TSDR cannot or will not perform in accordance with the terms and conditions of the contract.

H-3.4 The contractor agrees that no transporters/facilities other than those approved shall be used without obtaining prior written approval of the CO.

H-3.5 TSDR facilities approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, their permit if one is required, and the terms and conditions of the contract. The contractor must have the capability to meet the removal and disposal for all waste streams in the timeframes required by the contract under Section F.

#### **H-4 TSDR FACILITIES**

**DRMS-IE (APR 2002)**

H-4.1 The contractor shall identify each TSDR facility to perform a service under this contract. Each facility must be in good standing with the regulatory community. The contractor agrees that no facility, other than those approved for use under this contract, will be used without first obtaining written approval of the Contracting Officer.

H-4.2 In accordance with clause E-6, inspections of contractor or sub-contractor's facilities shall incorporate, but not be limited to, the following baseline facility requirements:

(a) Security - The Security System for the facility must include either a 24-hour surveillance system or perimeter barriers designed to control entry into the facility. Entrances to the facility must be capable of being secured (i.e. locked) after work hours and during periods of non-operation (i.e. holidays).

(b) Waste Storage and Disposition- Waste storage area(s) shall be clearly designated and placarded. All wastes should be properly segregated and stored based on their chemical components and hazard class. Containers must be in good condition, not leaking or corroded, closed when not in use and properly labeled. Storage areas must have containment to prevent leaks or spills from reaching land or water. Smoking and open flames must be confined to specifically designated areas.

(c) Personnel Training - Personnel training records for all employees working directly with hazardous waste (loading, unloading, sampling, storage, blending, etc.) and the treatment processes used at the facility (incineration, neutralization, etc.) must include a description of the type and length of training and dates of training to include environmental, safety, health and operational training.

(d) Preparedness and Prevention – The facility layout and manner of operation must be designed to minimize risk of fire, explosion and contamination. Factors to be considered include the presence of spill control equipment and fire extinguishing capabilities, internal alarm system, sufficient aisle space to allow unobstructed movement of personnel and equipment, proper storage of waste, etc. The facility operator must insure that arrangements are in place for the appropriate response to accidents or environmental releases.

(e) Manifest System, Record keeping and Reporting - The facility must maintain a written operating record that includes a description and quantity of each HW received; methods and dates of treatment, storage and disposal; location and quantity of each HW; cross-references to manifests/shipping papers; records and results of waste analysis; report of incidents involving implementation of contingency plan; records of inspections and monitoring or testing analytical data. The facility must maintain copies of the waste disposal license; working plan and day book in the control office.

(f) General Inspection Requirements - The facility must maintain an inspection log that includes date and time of inspection, name of inspector, notation of observation and date and nature of repairs or remedial action. Inspections should be conducted regularly and include checks for container/tank leaks, monitoring equipment, safety and emergency equipment, security devices, operating and structural equipment and related problems.

(g) Disposal Process Inspection– The Government or its designated representative will evaluate the handling and treatment of waste at the facility. The inspection may include waste receipt and analysis, waste storage and segregation, the actual treatment of waste (incineration, neutralization, landfill, etc.), the disposal of any treatment residues (i.e. incinerator ash, waste water), processing of empty containers and general housekeeping.

(h) Compliance with Permits – facility operations and processes and environmental monitoring data must be consistent with permit conditions and/or requirements. Facilities that discharge waste water must have permits to do so. Facilities that treat HW must have permits identifying the treatment methods.

(i) Regulatory Inspection Reports – the Government inspector or his representative shall be provided with copies of local, federal and state regulatory inspection reports/results. If reports are not available at the facility, permission shall be provided to the Government inspector or his representative to obtain copies of the reports from the regulators and to hold discussion with regulators on the environmental compliance of the facility.

H-4.3 TSDR facilities approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, permits, and conditions of the contract. The Contractor must have the capability to meet the removal and disposal for all waste streams in the timeframes required by the contract.

## **H-5 TRANSPORTATION**

**DRMS-IE (APR 2002)**

The contractor shall indicate in Section L each transporter that may be used to transport items listed in Section B-7 of the contract. Each transporter must conform to the requirements of this contract and be in good standing with the regulatory community. The contractor agrees that no transporters other than those listed shall be used without obtaining the prior written approval of the Contracting Officer.

## **H-6 INDEMNIFICATION**

**DRMS-TPHB (OCT 1999)**

Upon receipt/removal of items from the various Government installations, the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

Any commingling or consolidation of U.S. Government waste with non-U.S. Government waste by the contractor or third parties shall result in the indemnification of the U.S. government concerning any and all claims that result from such commingling or consolidation. Compensation to the contractor shall be limited to the CLINs ordered and removed on the DD1155 prior to the commingling or consolidation.

#### **H-7 ANTICIPATED REGULATORY CHANGES**

**DRMS-PMG (NOV 1996)**

As noted in Sections B and C, performance under any contract resulting from this solicitation must be in compliance with Environmental laws and regulations, as well as with any applicable international agreements governing the identification, packing, labeling, placarding and transportation of hazardous waste for transportation and the May 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

#### **H-8 CORRESPONDENCE IN ENGLISH**

**DRMS-PMG (NOV 1996)**

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related delivery orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

#### **H-9 MINIMUM INSURANCE REQUIREMENTS**

**DRMS-PMG (NOV 1996)**

Pursuant to Section I, clause 52.228-5, "Insurance - Work on a Government Installation," the minimum insurance requirements are set forth below. The Workmen's Compensation Insurance shall apply to all such persons as fall under the "Workman's Compensation Insurance (Defense Base Act)" clause or the "Workman's Compensation and War Hazard Insurance overseas" clause - whichever one is included in this contract. The Comprehensive Bodily Injury Liability and Comprehensive Automobile Liability policies are to contain a provision, "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

a. The contractor shall, at his own expense, procure and maintain in full force and effect, during the entire performance period of this contract, insurance of the kinds set forth below:

(1) Workman's Compensation Insurance or coverage as set forth by the laws of the government of the host country:

(2) Comprehensive General Liability Insurance as required or prescribed by the laws of the government of the host country:

(3) Property Damage Insurance as required and prescribed by the laws of the government of the host country; and

(4) Vehicle Liability Insurance covering all vehicles used in performance of this contract to include comprehensive bodily injury, third party, and property damage as required and prescribed by the laws of the government of the host country.

b. Before commencing work under this contract, the contractor shall certify to the contracting officer in writing and provide photocopies of documentation, that he has obtained all necessary coverage and policies for the above insurance and that he will fully comply with all laws, decrees and regulations now in effect or that may be issued during the period of the contract, by the government of the host country, as pertains to the above insurances and coverages. Further, the contractor shall ensure that any and all first tier subcontractors, prior to commencement of work hereunder, the insurance set forth above and maintain same in full force and effect during any performance hereunder.

c. The contractor shall provide immediate written notice to the contracting officer of any material change that effects the protection afforded under the above policies, and shall provide the same immediate written notice in the event of any cancellation of insurance coverage by the insurer. The contractor shall also maintain any other coverage, and/or any expansion of the aforesaid coverage, as may be necessary to meet the national and local laws at the worksite.

#### **H-10 MINIMUM INFORMATION TECHNOLOGY REQUIREMENTS DRMS-PHO (DEC 2003)**

The Contractor shall have computers and other electronic communication equipment that is capable and necessary to conduct contract electronic commerce, including but not limited to facsimile, e-mail, receipt of Delivery Orders and other scanned documents or attachments. Currently the U.S. Government has Windows 2000 operating system, Microsoft Office 2000 Professional, Adobe Acrobat 6.0 reader, and Microsoft Exchange 5.5 mail and, therefore, the contractor's applications software must be compatible with this technology.

#### **H-11 STATEMENT OF EQUIVALENT RATES FOR FEDERAL FAR 52.222-42 (MAY 1989) HIRES (APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination. Contents:

(a) Contribution of three (3) percent of basic hourly rate for health insurance.

(b) Contribution of seven (7) percent of basic hourly rate for retirement.

(c) Ten (10) paid holidays as follows:

New Years Day	Martin Luther King Day	Columbus Day	Thanksgiving Day
Washington's Birthday	Independence Day	Veterans' Day	Christmas Day
Memorial Day	Labor Day		

(d) Paid sick leave as follows: Two (2) hours of sick leave each week for employees, regardless of years of service.

(e) Paid annual leave - vacation as follows:

(1) Two (2) hours annual leave each week for an employee with less than three (3) years of service.

(2) Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.

(3) Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

(f) Basic hourly rate by classification as follows:

<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATE</u>
Technician	\$ 15.90
Truck Driver	13.55
Equipment Operator	13.69
Crane Operator	13.88
Fork Lift Operator	14.20
Tractor Operator	14.20
Laborer	10.05
Pilot	14.32
Secretary	10.68
Guard	9.53

**H-12 DOL WAGE DETERMINATION DRMS (DEC 1995)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)

The contractor is responsible for adhering to the Wage Determination requirements for the U.S. locations where contract performance occurs.

**H-13 POWERTRACK PAYMENT, APPLICATION AND ACCEPTANCE DRMS-PHO (OCT 2005)**

H-13.1 Payments in Euro and USD under the resulting contract from this solicitation will be made using U.S. Bank, PowerTrack. No payment will be made to the awardee until the application process is complete and the awardee is accepted by U.S. Bank. The awardee shall sign and execute an agreement with U.S. Bank. The awardee must pass compliance with the Patriot Act and the Office of Foreign Assets Control (OFAC) of the Department of Treasury. This is done during the application process with U.S. Bank. The awardee shall contact U.S. Bank and arrange for user agreement, system set-up, training, and project management/implementation. Payments can be tracked online with the access password which is provided once PowerTrack has been approved for the awarded contractor. The awardee must contact U.S. Bank directly. Following are the Bank Points of Contact:

[POWERTRACK@USBANK.COM](mailto:POWERTRACK@USBANK.COM)

TELEPHONE: EUROPE: 00800 3876 2669

MINNEAPOLIS, MINNESOTA, USA: 001-612-973-3170

H-13.2 All payments made on this contract through US Bank are subject to a US Bank fee. The contractor bears responsibility for all administrative costs involved, including but not limited to all fees assessed in association with participation in the PowerTrack payment program. The US Bank fee is removed prior to transmitting the electronic contract payment to the contractor. See clause G.2 POWERTRACK for additional information.

## **H-14 CRIMINAL JURISDICTION**

**DRMS-PHO (MAY 2006)**

The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members. The contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request by the contracting officer. Questions concerning the applicability of this clause should be directed to the contracting officer. The term contractor includes subcontractors at any tier for purposes of this clause. The above notification will be as follows:

Under the "Military Extraterritorial Jurisdiction Act" (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. In the Iraqi theater, MEJA maybe used to prosecute individuals who are employed by or accompany the U.S. Armed Forces, including all subcontractors at any tier, with the exception of persons ordinarily residing in Iraq or Iraqi Nationals. The law also applies to individuals accompanying a contractor for the U.S. Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the U.S. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

## **H-15 TEMPORARY ABANDONMENT**

The contractor is required to abide by all the terms of this contract regarding safety and clean-up of hazardous waste. However, when contractor has left the military facility contractor shall exercise all due care in ensuring that the hazardous waste is delivered to the proper facility for disposal or recycling. In cases where acts of causa belli (causes, motives or pretexts of war) occurs contractor personnel will at the direction of military convoy commanders abandon the hazardous waste. The contractor shall notify the Contracting Officer Representative of the location of the abandoned hazardous waste, the types of waste abandoned and the circumstances resulting in the abandonment within 24 hours of the event or notice of the event. If the area of abandonment is declared by military representative to be clear, contractor shall attempt to regain possession of the hazardous waste and continue with its shipment to final disposal. If the hazardous waste is damaged by the acts of causa belli, contractor is not required to clean up hazardous waste that is lost, but is encouraged to attempt reasonable means of securing the damaged hazardous waste containers and clean up area to the best of the contractor's ability within the timelines and operational plan provided by military escort. All non-damaged hazardous waste that can be recovered or salvaged shall be removed from the abandonment site. Contractor shall provide documentation to the Contracting Officer Representative and Contracting Officer of all the facts and circumstances when the hazardous waste is abandoned to include but not limited to the name of the convoy commander, convoy number, location, date and time of abandonment, attempt to recover hazardous waste and amount and type of hazardous waste lost and recovered.

[End of Section H]

**PART II – CONTRACT CLAUSES  
SECTION I**

**CONTRACT CLAUSES**

<b>I-1</b>	<b>CLAUSES INCORPORATED BY REFERENCE</b>	<b>FAR 52.252-2 (FEB 1998)</b>
<p>This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <a href="http://farsite.hill.af.mil">http://farsite.hill.af.mil</a>; <a href="http://www.arnet.gov/far">http://www.arnet.gov/far</a>; <a href="http://www.dtic.mil/dfars">http://www.dtic.mil/dfars</a>.</p>		
<b>I-2</b>	<b>DEFINITIONS</b>	<b>FAR 52.202-1 (DEC 2001)</b>
<b>I-3</b>	<b>GRATUITIES</b>	<b>FAR 52.203-3 (APR 1984)</b>
<b>I-4</b>	<b>COVENANT AGAINST CONTINGENT FEES</b>	<b>FAR 52.203-5 (APR 1984)</b>
<b>I-5</b>	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b>	<b>FAR 52.203-6 (JUL 1995)</b>
<b>I-6</b>	<b>ANTI-KICK BACK PROCEDURES</b>	<b>FAR 52.203-7 (JUL 1995)</b>
<b>I-7</b>	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b>	<b>FAR 52.203-10 (JAN 1997)</b>
<b>I-8</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b>	<b>FAR 52.203-12 (JUN 2003)</b>
<b>I-9</b>	<b>PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER</b>	<b>FAR 52.204-4 (AUG 2000)</b>
<b>I-10</b>	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b>	<b>FAR 52.209-6 (JUL 1995)</b>
<b>I-11</b>	<b>AUDIT AND RECORDS - NEGOTIATION</b>	<b>FAR 52.215-2 (JUN 1999)</b>
<b>I-12</b>	<b>ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT</b>	<b>FAR 52.215-8 (OCT 1997)</b>
<b>I-13</b>	<b>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS</b>	<b>FAR 52.215-11 (OCT 1997)</b>
<b>I-14</b>	<b>SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS</b>	<b>FAR 52.215-13 (OCT 1997)</b>
<b>I-15</b>	<b>INTEGRITY OF UNIT PRICES</b>	<b>FAR 52.215-14 (OCT 1997)</b>

I-16 thru I-26, I-33. and I-63 are not applicable to services performed outside the United States of America with the exception that if "Yes" is entered for either question in K-12 then I-20 applies.

- I-16 UTILIZATION OF SMALL BUSINESS CONCERNS FAR 52.219-8 (OCT 2000)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-17 SMALL BUSINESS SUBCONTRACTING PLAN FAR 52.219-9 (JAN 2002)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-18 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES FAR 52.222-1 (FEB 1997)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-19 WALSH-HEALEY PUBLIC CONTRACTS ACT FAR 52.222-20 (DEC 1996)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)  
(SUPPLIES)
- I-20 EQUAL OPPORTUNITY FAR 52.222-26 (APR 2002)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES SEE CLAUSE K-12)
- I-21 NOTIFICATION OF VISA DENIAL FAR 52.222-29 (JUN 2003)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-22 EQUAL OPPORTUNITY FOR SPECIAL DISABLED FAR 52.222-35 (DEC 2001)**  
**VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-23 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS FAR 52.222-36 (JUN 1998)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-24 EMPLOYMENT REPORTS ON SPECIAL DISABLED FAR 52.222-37 (DEC 2001)**  
**VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-25 SERVICE CONTRACT ACT OF 1965, AS AMENDED FAR 52.222-41(MAY 1989)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-26 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT FAR 52.222-43 (MAY 1989)**  
**(MULTIPLE YEAR AND OPTION CONTRACTS)**  
(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)
- I-27 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA FAR 52.223-3 (JAN 1997)**
- I-28 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES FAR 52.225-13 (JAN 2004)**
- I-29 INCONSISTENCY BETWEEN ENGLISH FAR 52.225-14 (FEB 2000)**

## **VERSION AND TRANSLATION OF CONTRACT**

<b>I-30</b>	<b>WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)</b>	<b>FAR 52.228-3 (APR 1984)</b>
<b>I-31</b>	<b>WORKERS' COMPENSATION AND WAR-HAZARD OVERSEAS</b>	<b>FAR 52.228-4 (APR 1984)</b>
<b>I-32</b>	<b>INSURANCE-WORK ON A GOVERNMENT INSTALLATION</b>	<b>FAR 52.228-5 (JAN 1997)</b>
<b>I-33</b>	<b>FEDERAL, STATE &amp; LOCAL TAXES</b> (APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)	<b>FAR 52.229-3 (APR 2003)</b>
<b>I-34</b>	<b>TAXES-FOREIGN FIXED PRICE CONTRACTS</b>	<b>FAR 52.229-6 (JUN 2003)</b>
<b>I-35</b>	<b>PAYMENTS</b>	<b>FAR 52.232-1 (APR 1984)</b>
<b>I-36</b>	<b>DISCOUNTS FOR PROMPT PAYMENT</b>	<b>FAR 52.232-8 (FEB 2002)</b>
<b>I-37</b>	<b>EXTRAS</b>	<b>FAR 52.232-11 (APR 1984)</b>
<b>I-38</b>	<b>INTEREST</b>	<b>FAR 52.232-17 (JUN 1996)</b>
<b>I-39</b>	<b>DISPUTES</b> <b>ALTERNATE I</b>	<b>FAR 52.233-1 (JUL 2002)</b> <b>(DEC 1991)</b>
<b>I-40</b>	<b>PROTEST AFTER AWARD</b>	<b>FAR 52.233-3 (AUG 1996)</b>
<b>I-41</b>	<b>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION</b>	<b>FAR 52.237-2 (APR 1984)</b>
<b>I-42</b>	<b>BANKRUPTCY</b>	<b>FAR 52.242-13 (JUL 1995)</b>
<b>I-43</b>	<b>CHANGES -FIXED PRICE</b> <b>ALTERNATE I</b>	<b>FAR 52.243-1 (AUG 1987)</b> <b>(APR 1984)</b>
<b>I-44</b>	<b>LIMITATION OF LIABILITY SERVICES</b>	<b>FAR 52.246-25 (FEB 1997)</b>
<b>I-45</b>	<b>VALUE ENGINEERING</b>	<b>FAR 52.248-1 (FEB 2000)</b>
<b>I-46</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)</b>	<b>FAR 52.249-2 (SEP 1996)</b>
<b>I-47</b>	<b>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</b>	<b>FAR 52.249-8 (APR 1984)</b>
<b>I-48</b>	<b>PROHIBITION ON PERSONS CONVICTED OF FRAUD OF OTHER DEFENSE CONTRACT RELATED FELONIES</b>	<b>DFARS 252.203-7001 (MAR 1999)</b>
<b>I-49</b>	<b>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b>	<b>DFARS 252.204-7003 (APR 1992)</b>

<b>I-50</b>	<b>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b>	<b>DFARS 252.205-7000 (DEC 1991)</b>
<b>I-51</b>	<b>PRICING ADJUSTMENTS</b>	<b>DFARS 252.215-7000 (DEC 1991)</b>
<b>I-52</b>	<b>SUPPLEMENTAL COST PRINCIPLES</b>	<b>DFARS 252.231-7000 (DEC 1991)</b>
<b>I-53</b>	<b>POSTAWARD CONFERENCE</b>	<b>DFARS 252.242-7000 (DEC 1991)</b>
<b>I-54</b>	<b>PRICING OF CONTRACT MODIFICATIONS</b>	<b>DFARS 252.243-7001 (DEC 1991)</b>
<b>I-55</b>	<b>ORDERING</b>	<b>FAR 52.216-18 (OCT 1995)</b>

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the final date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

<b>I-56</b>	<b>ORDER LIMITATIONS</b>	<b>FAR 52.216-19 (OCT 1995)</b>
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(a) Minimum Order. When the US Government requires supplies or services covered by this contract in an amount of less than:

**€10,000.00** for the removal and disposal of waste per Delivery Order and/or a combination of services per primary location per Delivery Order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

**€2,000.00** for purchase of containers and labels and other non-disposal items when not ordered in conjunction with removal and disposal services.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of € 500,000.00.

(2) Any order for a combination of items in excess of € 1,250,000.00; or

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds that maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to

the ordering office within ten (10) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **I- 57      INDEFINITE QUANTITY**

**FAR 52.216-22 (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract but will be purchased by the issuance of delivery orders.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract period has lapsed.

#### **I-58      OPTION TO EXTEND THE TERM OF THE CONTRACT**

**FAR 52.217-9 (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

#### **I-59      AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

**FAR 52.232-19 (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments --*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct

EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for

prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

*(7) Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

*(b) Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

*(c) Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I-61 PAYMENT BY ELECTRONIC FUNDS TRANSFER -  
OTHER THAN CENTRAL CONTRACTOR REGISTRATION**

**FAR 52.232-34 (MAY 1999)**

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.*

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") **by the date specified for receipt of offers**. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Payment any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

## **I-62     RESERVED**

## **I-63     SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)     DFARS 252.219-7003 (APR 1996)** (APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan, clause of this contract.

### **(a) Definitions.**

"Historically black colleges and universities," as used in this clause means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. This term also means any non-profit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such act (20 U.S.C. 1059999c(b)(1)).

(c) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the contractor's small business subcontracting goal.

(e) A mentor firm under the Pilot Mentor-Protégé Program established under Section 831 of Pub. L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protégé firms which are qualified organizations employing the severely handicapped; and
- (2) Former protégé firms that meet the criteria in Section 831(g)(4) of Pub. L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52-219-9 clause is approval by the contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small business, the contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small business for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified forms shall be acceptable.

**I-64 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) DFARS 252.222-7002 (JUN 1997)**

(a) The Contractor shall comply with all-

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

**I-65 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS DFARS 252.223-7006 (APR 1993)**

(a) Definitions. As used in this clause—

(1) "Storage" means a nontransitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302).

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

**I-66 AUTHORIZATION TO PERFORM DFARS 252.225-7042 (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

**I-67 INVOICES EXCLUSIVE OF TAXES OR DUTIES****DFARS 252.229-7000 (JUN 1997)**

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

**I-68 ASSIGNMENT OF CLAIMS (OVERSEAS)****DFARS 252.232-7008 (JUN 1997)**

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

**I-69 RESERVED****I-70 RESERVED****I-71 ADMINISTRATIVE COSTS OF  
REPROCUREMENT AFTER DEFAULT****DLAD 52.249-9000 (MAY 1988)**

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs or repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services regardless of whether any other damages are incurred and/or assessed.

**I-72 OPTION TO EXTEND SERVICES****DRMS-TPHB (APR 2000)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least seven (7) days before the end of the contract period.

**I-73 CHOICE OF LAW (OVERSEAS)****DRMS-PHO (DEC 2003)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive jurisdiction of the Armed Service Board of Contract Appeals and the UNITED STATES OF AMERICA Claims Court for the hearing and determination of any and all disputes that may arise under the Disputes Clause.

[End of Section I]

## SECTION J

### LIST OF ATTACHMENTS

#### PART III - LIST OF DOCUMENTS, EXHIBITS A

J-1 ATTACHMENTS

DRMS-TPHB

(FEB 2000)

Number	Attachment Title	Pages
1	DD1155 Order for Supplies or Services	2
2	DD1348A Release Document	2
3	Manifest Tracking Log	2
4a	Facility Profile Sheet	1
4b	Transporter Profile Sheet	1
5	Hazardous Waste Profile Sheet	2
6	Hazardous Waste Removal and Disposal Past Performance History	1
7	Reserved	1
8a	Monthly Report	1
9	Acceptable Performance Levels	2
10	Hazardous Waste Label	1
11	Installation Spill Notifications (to be added after award)	0
12	Report of Compressed Gas Cylinders	1
13	Evaluation Data for Rejected or Refused Cylinders	1
14	Past Performance Survey	3

**J-2 NOTICE**

**DRMS-PHO (AUG 2001)**

Reference SF 33, Item 11, Table of Contents. In accordance with FAR 15.204-1(b), upon award, Part IV (Sections K, L and M) shall not be physically included in the resulting contract. Section K shall be incorporated by reference in the contract.

[End of Section J]

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERS**

**K-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>; <http://www.arnet.gov/far>; <http://www.acqnet.gov/far/>

**K-2 PROHIBITION OF SEGREGATED FACILITIES FAR 52.222-21 (FEB 1999)**  
(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES OF AMERICA - REFER TO  
CLAUSE (APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES OF AMERICA) K-12)

**K-3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FAR 52.203-2 (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used in calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above, or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (1)(3) above \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K-4 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FAR 52.203-11 (SEP 2005)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference to paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K-5 TAXPAYER IDENTIFICATION FAR 52.204-3 (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

*(d) Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the UNITED STATES OF AMERICA and does not have an office or place of business or a fiscal paying agent in the UNITED STATES OF AMERICA;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

*(e) Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

*(f) Common parent.*

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K-6 CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS**

**FAR 52.209-5 (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the UNITED STATES OF AMERICA and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS**

**FAR 52.222-22**

**(FEB 1999)**

(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES OF AMERICA - REFER TO CLAUSE(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES OF AMERICA) K-12)

The offeror represents that--

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K-8 AFFIRMATIVE ACTION COMPLIANCE**

**FAR 52.222-25**

**(APR 1984)**

(APPLICABLE TO SERVICES PROVIDED IN THE UNITED STATES OF AMERICA - REFER TO CLAUSE(APPLICABLE WHEN SERVICES PROVIDED IN THE UNITED STATES OF AMERICA) K-12)

The offeror represents that (a) it ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-9 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER**

**FAR 52.232-38**

**(MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number)
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, not the receiver of the wire transfer payment.

**K-10 RESERVED**

**K-11 REPRESENTATION OF EXTENT OF  
TRANSPORTATION OF SUPPLIES BY SEA**

**DFARS 252.247-7022 (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K-12 PERFORMANCE OF CONTRACT WORK  
OR RECRUITMENT OF EMPLOYEES WITHIN  
THE UNITED STATES OF AMERICA**

**DRMS-PHO (OCT 2003)**

(a) Is any of the contract work (including any subcontracts) (excluding (i) UNITED STATES OF AMERICA firm home office general-management, legal and administrative support and (ii) foreign firm purchase of UNITED STATES OF AMERICA products) to be performed within the UNITED STATES OF AMERICA? Yes ( ), No ( ). Are any employees recruited within the UNITED STATES OF AMERICA to perform contract work outside the UNITED STATES OF AMERICA? Yes ( ), No ( ). ("UNITED STATES OF AMERICA" as used herein shall include the several states, the District of Columbia, The Commonwealth of Puerto Rico, the Panama Canal Zone, and the possessions of the UNITED STATES OF AMERICA).

(b) In the event that one or both of the above questions are answered in the affirmative, prior to receipt of any award hereunder, the offer shall be required to complete the Equal Employment Opportunity representations, certifications, or acknowledgments, and to accept the incorporation of Equal Employment Opportunity clauses, prescribed in FAR Part 22, to be applicable to the requirements of the Request for Proposal.

**K-13 AUTHORIZED NEGOTIATORS/SIGNERS**

**DRMS-PHO (FEB 2005)**

a. The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations (refer to L-7, para. (c)(2)(iv):

Name	Title	Telephone No./Fax No. /E-Mail
_____	_____	Tel: _____
		Fax: _____
		E-Mail: _____

_____	Tel: _____
	Fax: _____
	E-Mail: _____
_____	Tel: _____
	Fax: _____
_____	E-Mail: _____

b. In accordance with clause L-7, para. (c)(2)(v), the offeror shall provide below the names, titles and telephone and facsimile numbers, e-mail addresses and signatures of persons authorized to sign on its behalf together with evidence of authority. Pursuant to the representations herein, the undersigned have full authority to bind and commit the offeror when completing or signing any clauses. Section I, clause I-69, Choice of Law, commits the offeror to the waiver of jurisdiction and application of  (ENTER COUNTRY)  law to any dispute under this contract.

Name	Title	Telephone No./Fax No. /E-Mail
_____		Tel: _____
		Fax: _____
		E-Mail: _____
_____		Tel: _____
		Fax: _____
		E-Mail: _____
_____		Tel: _____
		Fax: _____
		E-Mail: _____

**K-14 DISCLOSURE OF OWNERSHIP OR CONTROL  
BY THE GOVERNMENT OF A TERRORIST  
COUNTRY**

**DFARS 252.209-7001 (SEP 2004)**

(a) *Definitions.* As used in this provision—

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

**K-15 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY**

**DFARS 252.209-7004 (MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

[End of Section K]

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICIES**  
**TO OFFERORS OR RESPONDENTS**

**L-1 PROPOSAL SUBMISSION (Format and Content)**

**DRMS-PHO (FEB 2005)**

L-1.1 The following describes the information that must be furnished as part of the proposal and the format in which it must be presented. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

L-1.2 Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume 1 and Volume 2. Offerors must submit a hard (paper) copy of their proposal to DRMS-PHO, but must also submit an electronic version of Section B Price Schedule, in Excel format. The Excel spreadsheet is included in the solicitation package and is titled "SP4420-06-R-0004 Section B Price Schedule". Offerors may print the Excel spreadsheet and include it as their hard/paper copy of Section B pricing with their proposal. The electronic version of Section B pricing can be submitted either on a CD or via e-mail to [Daniel.Shearer@dla.mil](mailto:Daniel.Shearer@dla.mil), or mail to the following address:

Defense Reutilization and Marketing Service  
DRMS-PHO, Contracting Officer  
American Arms Office Tower, Room 2J3  
Augustastr. 6  
65189 Wiesbaden, Germany  
TEL: 0049-611-380-7240

L-1.3 If the electronic spreadsheet is sent via e-mail, the subject of the e-mail message should read: "SP4420-R-06-0004 Price Schedule B". **NOTE: THE ELECTRONIC VERSION OF SECTION B PRICING MUST BE RECEIVED BY THE PROPOSAL DUE DATE AND TIME.**

L-1.4 Offerors are advised that changing the Excel spreadsheet content (i.e. CLIN descriptions, page format, fonts, etc.) in any way, save to enter pricing, may render the proposal non-responsive).

**L-2 FORMAT**

**DRMS-PHO (JUN 2003)**

L-2.1 **VOLUME I** – The Contractor shall provide one (1) original and one (1) copy of Volume I.

L-2.1.1 **Section A** of solicitation Standard Form 33, completed, signed and dated by the offeror or by an authorized representative on behalf of the offeror;

L-2.1.2 **Section B** of solicitation (schedule of prices for each item). Offeror's automated duplication of the solicitation price schedule contained in Section B of this solicitation is neither necessary nor desired. See paragraphs L.1.2, L.1.3 and L.1.4 above for price schedule submission requirements.

L-2.1.3 **Section G** of solicitation (Contract Administration Data);

L-2.1.4 **Section K** of solicitation (Representations, Certifications and other Statements of Offeror).

L-2.1.5 **Section L-3**, Past Performance Information. The Government will use the data submitted in the past performance proposal, as well as data available from other sources, to evaluate past performance. The submission of a past performance proposal is mandatory.

L-2.2 **VOLUME II** – The Contractor shall provide (1) original and one (1) copy of Volume II. The Technical Proposal, shall contain the information required by the contract clauses and provisions as shown below:

L-2.2.1 The offeror must explain the technical approach(es) that will be used to manage, collect, transport, recycle and dispose of hazardous waste. The offeror must also demonstrate that the corporate and project organizational structure is sufficient to support the required level of effort. Offeror shall describe the processes, methods, facilities, equipment, tools and/or technique(s) associated with the proposed approach that will be utilized in the performance of this contract. The documentation submitted shall be in sufficient detail to demonstrate the offeror's understanding of the scope of the work effort required and the degree of difficulty involved. To help offerors prepare this portion of their proposal, relevant required information is listed in the corresponding subparagraphs below. These references are provided as guidance and may not be all-inclusive; the offeror is ultimately responsible for ensuring its proposal is fully responsive to all solicitation requirements.

L-2.2.2 Format:

(1) *Company Name*

(2) *Title Page*: "Technical Proposal". The title page of each technical proposal shall include: solicitation number of the Request for Proposal (RFP); the company name of the offeror; and the offeror's position regarding disclosure of proprietary or similar proposal data.

(3) *Table of Contents*: The table of contents shall identify Volume II as well as the major sections of the technical proposal and show location and page numbers of each section.

(4) *Technical Proposal*: Submit the Technical Proposal information required for Technical Evaluation.

L-2.2.3. **Information Required for Technical Evaluation.**

L-2.2.3.1 **OPERATIONS/TECHNICAL PLAN**

L-2.2.3.1.1. **Organizational Structure and Personnel** The plan shall describe the organizational structure, specific key personnel and identify personnel to perform the required services, including subcontractors. Offerors must also demonstrate the qualifications, work experience, training or educational experience of personnel. Submission of certificates, licenses or diplomas are not required.

L-2.2.3.1.2. **Waste analysis**. The Operations/Technical Plan shall include documentation that each laboratory is competent to perform waste analysis in accordance with USEPA or equivalent international methods. This will include certification from the competent authority governmental agency and will identify which procedures and analyses the lab is certified for.

L-2.2.3.1.3. **Waste management, handling, and removal**. The plan shall describe waste management, handling and removal procedures to be performed in accordance with regulatory and contractual requirements. This will include a description of the contractor furnished, equipment, materials, services, and methods that will be used in the performance of the contract, to include the placement of contractor provided containers and the performance of Waste Management Services.

L-2.2.3.1.4. **Waste import, export, and transboundary movements**. The plan shall describe waste import, export, and transboundary movements, including destinations and routes (if applicable). The plan shall describe methods that will be employed to ensure compliance with import, export, and transboundary restrictions and notification requirements, e.g. Basel Convention requirements. For all countries involved, a list of competent authorities will be provided, including points of contact, addresses, phone and fax numbers.

L.2.2.3.1.5 **Transportation** A Transporter Profile Sheet must be submitted for each transporter proposed for use on this contract. The Transporter Profile Sheet is located in Attachment 4a and must be submitted, no substitute forms will be accepted. for each transporter proposed for use on this contract.

#### L.2.2.3.2. **TREATMENT, STORAGE, DISPOSAL AND RECYCLING (TSDR) FACILITIES PLAN**

L.2.2.3.2.2 **Treatment, Storage, Disposal and Recycling Facilities**. A Facility profile Sheet must be submitted for each treatment, storage, disposal or recycling facility, as well as each laboratory, proposed for use on this contract. The Facility Profile Sheet is located at Attachment 4a and must be submitted, no substitute forms will be accepted. (See H.4 TSDR FACILITIES). All proposals for local disposal must be identified in this plan along with what steps have been taken or will be taken to obtain proper approvals for local disposal.

### **L-3 PAST PERFORMANCE PROPOSAL OCONUS**

**DRMS-PHO (JAN 2005)**

(a) The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar requirement within the last two years. The information provided should support a qualitative review of the offeror; and/or; the offeror's principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data for either the firm; and/or principal subcontractor(s); and/or key employees of the firm, on Attachment No. 14. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(i) If the offeror elects to provide principal subcontractor past performance, the offeror shall provide the principal subcontractors consent allowing the Government to disclose negative past performance information to the offeror.

(2) Offerors shall send out the Past Performance Survey at Attachment No. 14 to each reference and principal subcontractor listed on Attachment No. 14 and request that each reference and principal subcontractor forward the completed survey directly to block 8 of SF 33 by the solicitation due date located on SF 33, block 9.

(3) Narrative information regarding conformance to specifications, adherence to schedules, trans-boundary and Basel notifications and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to the Past Performance Attachment 14. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation. (For Hazardous Waste Disposal RFPs provide data in terms of waste quantities, variety of pickup locations and waste streams, performance timeframes, and complexities of services to determine relevancy of the work).

(b) Experience:

(1) Offeror shall submit qualifications of either the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of

contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered (If hazardous waste disposal services provide waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class), performance timeframes, experience with trans-boundary movement of waste (Basel notifications) and complexities of services.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

#### **L-4 ADVISORY**

**DRMS-TPHB**

**(NOV 1997)**

Article 4, Paragraph 5 of the 1989 Basel Convention on the Control of Transboundary Movement of Hazardous Waste and their disposal, provides that, "a Party shall not permit hazardous waste or other waste to be exported to a non-Party or to be imported from a non-Party." In developing responsive proposals, therefore, Offerors should consider the various contingencies possible if their proposed transit countries as well as the country of final destination do not approve the Basel notification. At this time Iraq is not a member of the Basel Convention, nor does it have any agreements with Basel Convention states under Article 11.

#### **L-5 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER FAR 52.204-6 (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the UNITED STATES OF AMERICA, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or

(ii) If located outside the UNITED STATES OF AMERICA, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

**L-6 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE**

**FAR 52.214.34 (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

**L-7 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION FAR 52.215-1 (JAN 2004)**

(a) *Definitions.* As used in this provision --

"*Discussions*" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"*In writing*," "*writing*," or "*written*" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"*Proposal modification*" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"*Proposal revision*" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"*Time*," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements

preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and may be in U.S. dollars or under , unless the the terms of the provision at L-15

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
  - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **L-8 TYPE OF CONTRACT**

**FAR 52.216-1**

**(APR 1984)**

The Government contemplates award of a fixed unit price indefinite delivery indefinite quantity type contract resulting from this solicitation.

#### **L-9 SERVICE OF PROTEST**

**FAR 52.233-2 (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Defense Logistics Agency  
Defense Reutilization and Marketing Service  
DRMS-PHO  
Postfach 2027  
65010 Wiesbaden, Germany

(b) The copy of protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L-10 AGENCY PROTESTS**

**DLAD 52.233-9000**

**(SEP 1999)**

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979". (Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

#### **L-11 SITE VISITS**

**DRMS-PHO**

**(APR 2000)**

Site visits to Iraq are very difficult to schedule. The U.S. Government (DRMS) will cooperate with the offeror to help them request base access. Military transportation is not authorized for offeror's site visits. Site visits are not required in order to submit a proposal. .

#### **L-12 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING**

**DFARS 252.204-7001 (AUG 1999)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

### **L-13 RESERVED**

### **L-15 SUBMISSION OF OFFERS IN OTHER THAN UNITED STATES OF AMERICA CURRENCY**

**DRMS-PHO (DEC 2003)  
FAR 52.225-17**

(a) Offers may be submitted in UNITED STATES OF AMERICA dollars only if (1) contractor is a U.S. company, or (2) contractor has an account at a bank located in the U.S. Otherwise, offers must be submitted in the currency common to the contractor's location (Euro, British Pounds, etc.). Offers not submitted in currencies as stated herein, shall be considered nonconforming and nonresponsive.

(b) All offers shall be evaluated for determination of award by converting all foreign currencies to equivalent UNITED STATES OF AMERICA dollars by using the official UNITED STATES OF AMERICA Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(c) When a "request for final proposal revision" offer is requested and received, in accordance with the applicable solicitation's terms and conditions, offers shall be evaluated by converting all foreign currencies to equivalent UNITED STATES OF AMERICA dollars by using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

### **L-16 HAND-CARRIED AND COMMERCIALY DELIVERED BIDS**

**DRMS-PHO**

**(FEB 2001)**

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the bid depository at the location stated below, prior to the time set for receipt of offerors.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Defense Reutilization and Marketing Service  
DRMS-PHO, Contracting Officer  
American Arms Hotel, Room 2J3  
Augustastr. 6  
65189 Wiesbaden, Germany  
TEL: 0049-611-380-7240

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement, stated above, that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must assure that this information is prominently displayed on the outside of the delivery container.

**L-17 OFFER PREPARATION COSTS**

**DRMS-PMG**

**(MAR 1996)**

This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit (s) the Contracting Officer may request for the purpose of clarification of the offer.

**L-18 STANDARD FORM 33 (SF 33), SOLICITATION,  
OFFER AND AWARD**

**DRMS-PMG**

**(MAR 1996)**

(a) The SF 33 is being used for this solicitation. Upon submission of the SF 33 by the vendor, the offer can be unilaterally accepted by the Contracting Officer to form an award.

(b) The SF 33 must be signed by a representative of the firm authorized to commit the firm to contractual obligations. The authority to sign a price quotation for information purposes, but not an offer subject to unilateral acceptance by the Contracting Officer, is not sufficient authority to sign the SF 33.

(c) SF 33, Blocks 12 through 18, and solicitation Sections B and K must be completed by the offeror.

(d) Any erasures, cross outs or changes made must be initialed by the person signing the SF 33. All information should be typed or neatly printed in ink.

**L-19 PRE-PROPOSAL CONFERENCE**

**DRMS-PHO**

**(MAY 2005)**

(a) Prospective offerors are advised that a pre-proposal conference at Wiesbaden Germany is anticipated on or about June 22, 2006. DRMS reserves the right to cancel the conference. Final determination will be made by the contracting officer based on the number of prospective offerors that confirm an interest in attending such a conference as detailed below in L-19(b) and based on the amount and type of questions submitted. Disclosure of the date, time, and location, as well as, further instructions will be announced through an amendment to the solicitation.

(b) Prospective offerors interested in attending a pre-proposal conference for this solicitation, shall provide in writing the names and titles of the individuals interested in attending a pre-proposal conference to [Daniel.Shearer@DLA.MIL](mailto:Daniel.Shearer@DLA.MIL) and [Jon.Machacek@DLA.MIL](mailto:Jon.Machacek@DLA.MIL) or fax ++ 49 611 380 7474 no later than June 13, 2006.

(c) Prospective offerors are urged and expected to attend in order to discuss terms and conditions of the solicitation that may affect performance or cost of performance of the contract. Comments, concerns and questions which will comprise a majority of the conference agenda should be emailed to the pre-proposal contacts prior to June 13, 2006.

(d) In no event will failure to attend the conference constitute grounds for a claim after award of the contract. Unless the solicitation is amended in writing, it will remain unchanged. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of solicitation amendments shall be applied.

**L-20 PRE-AWARD SURVEY****DRMS-PMG****(MAR 1996)**

a. The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial or similar abilities to perform prior to the award of a contract.

b. If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time or submitted when requested.

c. Offerors are advised that accomplishment of this survey is a part of the evaluation process and is NOT to be construed as an indication that an offeror will receive the resultant award.

**L-21 ALTERNATE PROPOSALS****DRMS****(AUG 1994)**

The Government will consider, to the extent that time constraints allow, proposals which are based upon changes in the terms and or conditions of this solicitation.

The alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the offeror's proposal.

**L-22 FACSIMILE PROPOSALS****DRMS-PHO****(JAN 2002)**

(a) Definition: Facsimile proposal as used in this provision applies only to Final Proposal Revisions submitted under this solicitation.

(b) Offers may submit facsimile proposals as a response to a request for Final Proposal Revisions if authorized in the request letter.

(c) The telephone number of receiving facsimile equipment is: 0049 611 380 7474.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the Final Proposal Revision;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it was received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile Final Proposal Revision. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed Final Proposal Revision."

[End of Section L]

## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M-1 EVALUATION OF OPTIONS**

**FAR 52.217-5 (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

#### **M-2 EVALUATION FACTORS FOR OCONUS AWARD**

**DRMS-PHO (APR 2005)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price and any other factors listed.

(b) Offerors may submit a proposal for, and award will be made for: The entire price schedule of the solicitation or any part thereof that is beneficial to the Government.

(c) Awards will be based on whatever is most advantageous to the Government. The evaluation factors are listed in descending order of importance; evaluation factor(s) other than price, when combined, are significantly more important than price:

(d) Evaluation factors are listed in descending order of importance:

(1) Technical Proposal and Past Performance (Most important factors).

(2) Price (Less important than technical and past performance, but still a significant factor).

(e) Evaluation of Technical Proposals.

The evaluation of the information required in Section L-2.2.3 will consider completeness, clarity and degree of compliance with the solicitation. The Government is seeking to determine whether the offeror demonstrates a thorough understanding of the scope and complexity of the work. Technical proposals shall be evaluated for Technical Acceptability and the degree to which the proposal minimizes risk to the US Government and insures uninterrupted service. The following subfactors of the Technical Proposal will be evaluated for risk reduction: (1) Organizational Structure and Personnel; (2) Waste analysis; (3) Waste Management Handling and Removal; (4) Waste Import, Export and Transboundary Movements; (5) Transportation and (6) TSDRF Plan. The highest rated technical proposals will be those that the Government evaluates as offering significant risk reduction for each of these equally weighted subfactors. The offeror's response -- or lack thereof -- will be taken into consideration in the evaluations. Technical Proposals will be rated as Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory. A rating of at least Satisfactory must be achieved for offerors to be considered for award.

(f) Evaluation of Past Performance:

(1) Past performance on references that are of a similar nature to the subject solicitation (see (6) below) Subfactor: Experience in performing work of a similar nature to the subject solicitation (see (7) below)

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance and experience will have a lower performance risk than an offeror with a less than exceptional record of performance.

(3) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance. For hazardous waste disposal solicitations offerors having no relevant past performance in terms of waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class) in addition to the above items will also be considered by the Government as having no relevant past performance. The Government will evaluate past performance and experience in accordance with submission requirements of DRMS 52.215-9R18 (L-3).

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Offerors lacking relevant past performance will not receive negative or positive consideration in the evaluation of this element as the performance risks are unknown and therefore cannot be assessed.

(5) Past performance will be rated on an adjectival scale. The Government's conclusions about the overall quality of the offeror's past performance and experience will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means how well the offeror conformed to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer.

(7) By experience, a sub-factor of past performance, the Government means whether a contractor's firm, principal subcontractor, or key personnel has performed similar work before.

(g) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

### **M-3 EVALUATION OF LOCAL CURRENCY OFFERS**

**DRMS-PHO (MAR 2001)**

(a) Whenever offers are received in more than one local currency, they shall be evaluated for determination of award by converting all local currencies to U.S. dollars using the official U.S.

Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(b) When ever a “final proposal revision” offer is requested and received, it shall be converted using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

[End of Section M]

## Attachment 1

ORDER FOR SUPPLIES OR SERVICES				Page 1 of 2	
1. CONTRACT / PURCH ORDER NO. SP4420-01-D-XXXX		2. DELIVERY ORDER NO. 0020		3. DATE OF ORDER 01 NOV 05	
4. REQUISITION / PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY			
6. ISSUED BY Defense Reutilization & Marketing Service - International, Attn: DRMS-PHO Augusta Str. 6 65189 Wiesbaden, Germany		7. ADMINISTERED BY (if other than 6) DRMS-PHO 2027 Postfach 65010 Wiesbaden, Germany POC: DSN Fax 338-7474 DSN Tel 338- Comm Tel 49-611-380-		8. DELIVERY FOB [ X ] DEST [ ] OTHER (See Schedule if other)	
9. CONTRACTOR NAME AND ADDRESS CONTRACTOR NAME & ADDRESS		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS [ ] SMALL [ ] SMALL DISADVANTAGED [ ] WOMEN OWNED	
12. DISCOUNT TERMS NET 30		13. MAIL INVOICES TO Address in Block 6.			
14. SHIP TO SEE SCHEDULE		15. PAYMENT WILL BE MADE BY 26 AFS/RAFP Geb. 2010, Vogelweg 663 Kautern, Germany		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
16. DELIVERY / CALL TYPE OF ORDER PURCHASE		17. ACCOUNTING AND APPROPRIATION DATA / LOCAL USE 02 97X4930 5NR0 0001 P900 25 S33181		20,000.00	
18. ITEM NO 0001		19. SCHEDULE OF SUPPLIES / SERVICE DOCUMENT NOUN ACC 61736051 POL Contaminated Solids N6303261368807 01 E3907 POL Contaminated Solids; UN3175 CLASS 4.1, LOCATION: NATO SUPPORT FACILITY, 100 KG X X.XX EURO = XX.XX EURO POC: Mr. Smith, DSN: xxx-xxxx, 3 of 7 documents, POP=14 DAYS PICKUP ADDR <W81X4N> DRMO EPA WASTE CODE _____ UD QTY PICKED UP _____ UO UNIT OF ISSUE PICK UP MANIFEST _____ LINE CODE _____ PICKUP DATE _____		20. QUANTITY ORDERED / ACCEPTED* XXX	
21. UNIT KG		22. UNIT PRICE \$ .XX		23. AMOUNT \$XX.XX	
24. UNITED STATES OF AMERICA KELLIE BIRCH		25. TOTAL XX,XXX.XX		26. QUANTITY IN COLUMN 20 HAS BEEN	
27. SHIP NO		28. D O VOUCHER NO		29. DIFFERENCES	
30. INITIALS		31. PAID BY		32. AMOUNT VERIFIED CORRECT FOR	
33. CHECK NUMBER		34. BILL OF LADING NO		35. S/R ACCOUNT NUMBER	
36. RECEIVED AT		37. RECEIVED BY		38. DATE RECEIVED (YYYYMMDD)	
39. TOTAL CONTAINERS		40. S/R VOUCHER NO		41. S/R ACCOUNT NUMBER	

SP4420-06-R-0004

## ATTACHMENT 1

continuation of sheet

REFERENCE NO. DOCUMENT BEING CONTINUED  
SP4420-0X-D-00XX - 0004page of pages  
2 2

NAME OF OFFICER OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN	DOCUMENT NOUN	NSN/MFG-PART-NUM	ACC		
0002	30823660 NON REGULATED FB448630830002 01 E39710 NON REGULATED FIBERGLASS/INSULATION/ASPHALT, CONSISTING OF 33 BIG BAG  PICKUP ADDR <FB4486>  EPA WSTE CODE _____ UO QTY PICKED UP _____ UO UNIT OF ISSUE _____ PICK UP MANIFEST _____ LINE CODE _____ PICKUP DATE _____  PROMPT PAYMENT (FEB 2002) FAR 52.232-25   AUTH TRANSPORTER NAME _____ AUTH TRANSPORTER EPA # _____ AUTH TSDE NAME _____ AUTH TSDE EPA # _____ TRANSPORTER SIGNATURE _____ CONTRACTOR SIGNATURE _____ AUTH COR SIGNATURE _____	13398	KG	EUR XX.XX	EUR XX.XX

SAMPLE



SP4420-06-R-0004

## DD FORM 1348-1A

The following information is the minimum requirement for processing of turn-ins and must be legible (preferably typewritten). Also, ensure all copies are clear:

1. **NATIONAL STOCK NUMBER:** Block 25, NSN assigned to the item. If the item(s) are not assigned an NSN, assign the correct Federal Supply Classification (FSC), followed by a two-digit NATO code and noun name of the item, not to exceed seven alpha or numeric characters (i.e., 8405-00-COAT).
2. **UNIT OF ISSUE:** cc 23-24 (i.e., ea, se, lb, en, bx, etc.)
3. **QUANTITY:** cc 25-29. 5 digits (i.e., 00001)
4. **DOCUMENT NUMBER:** Block 24. Consisting of your DoD Activity Address Code (DoDAAC), Julian Date and Serial Number (i.e., FB5612-6238-0001 or WK4GGD-6238-0001)
5. **DISPOSAL AUTHORITY CODE:** cc 64 (M, N or R)
6. **DEMILITARIZATION CODE:** cc 65
7. **SUPPLY CONDITION CODE:** cc 71
8. **UNIT PRICE:** cc 74-80 (seven digit i.e., 000100.00). NOTE: If unit price is not known, use an estimated acquisition cost.
9. **SHIPPED FROM:** Block 2. *Your activity, DoDAAC* (i.e., FB5612, WK4GGD, etc.)
10. **SHIPPED TO:** Block 3. SG4070
11. **MARK FOR:** Block 27. If hazardous or dangerous material put HM/HW, if not, leave blank.
12. **PROJECT:** Block 27. Category of property (i.e., Lost, Abandoned, Non-Appropriated Funded Property, etc.)
13. **TOTAL PRICE:** Block 1. Unit price multiplied by quantity.
14. **ITEM NOMENCLATURE:** Block 17. (i.e., name of the item(s)—EXAMPLE: Typewriter).
15. **SELECTED BY AND DATE:** Block 22. An authorized signature, with signature block, i.e., PBO, SSA, BSB, Or Commander.
16. **PACKED BY AND DATE:** Block 23. Point of contact—with a good phone number.
17. **REMARKS:** Block 27. Used for statements or certifications that may be required

SP4420-06-R-0004

# Attachment 3

Page / of 2

# MANIFEST TRACKING LOG

I CERTIFY THAT THIS CONTRACT PERFORMANCE SUPPORTING DATA IS ACCURATE, COMPLETE AND MEETS ALL REQUIREMENTS SET FORTH IN THE CONTRACT.

NAME (Print) \_\_\_\_\_

## SIGNATURE

CONTRACT NUMBER 121

CONTRACT NUMBER 121

**02443**

**D.O.**

ON 17

BOSS DOC NO.

GENERATOR NO.

MANIFEST

5

WASTE KEY

2

ME THOD

---

1

CONTRACT NO. 103-010

2.

## Index

ဟံ

GRUPO ALFA

19

ON  
143F0K1E

11

QTY DISCOUNT

21

DATE (month/day/year)

ATTACHMENT 3  
INSTRUCTIONS

Column 1.	No.	-	Delivery Order Line number for the item being disposed. (Four digits - 0001)
Column 2.	Doc. No.	-	BOSS document number as it appears on DD Form 1155. (Eight digits - 12367811)
Column 3.	Generator No.	-	GEG Number of the generator of the item (where item originated) e.g. 1 <sup>st</sup> two letters country code, third letter G for generator, then number (GEG for Germany)
Columns 4, 5, and 6.	Pickup Manifest No.(s) Waste Key(s) Disposal Method	-	List all pickup Manifests (Last five digits), waste keys (e.g. EWC for Europe), and disposal methods applicable to the Doc. No. Use additional lines as necessary.
Column 7.	Disposal Facility No.	-	TSDF ID number of the treatment, storage, and disposal facility where final disposal of the item occurred. Use additional lines as necessary. (Twelve digits)
Column 8.	Unit	-	Unit of measure (e.g., KG, EA, JB)
Column 9.	Quantity Picked Up	-	Actual quantity picked up
Column 10.	Transporter No.	-	TNSP number of contractor who transported item. Use additional lines as necessary. (Twelve digits)
Column 11.	Quantity Disposed	-	Actual quantity of item disposed
Column 12.	TSDF Accept Date	-	Date accepted at Treatment Storage Disposal Facility (TSDF) (mm/dd/yy)

## FACILITY PROFILE SHEET

1.	Facility Name:	
2.	Facility Address:	
3.	Facility Telephone Number:	
	FAX:	
4.	Facility Representative(s):	
	Telephone Number :	
	EMAIL:	
5.	Principal Owner(s):	

6. Is this a PRIMARY or ALTERNATE Facility? \_\_\_\_\_ 7. Facility (**Permanent**) Permit Number \_\_\_\_\_

8. For all of the permits, authorizations, and licenses that authorize the facility to store, treat, recycle, or dispose hazardous waste the following information is required: The permitting authority's name and address; the permit number, the permit expiration date; wastes authorized by the permit using the European Waste Codes (EWCs) and a description of the treatment processes authorized.

Permitting Authority	Disposal/Treatment		EWC and Treatment Process Description
	Permit Number	Expiration	

9. For each waste that will be processed through the facility identify the waste stream, by CLIN, and the treatment process that will be used with the European Council Directive 91/156/EEC Annex II Codes.

Processed Waste (CLIN)	91 / 156 / EEC Annex II Code

If additional space for CLIN information is required, use same format on additional pages.

## TRANSPORTER PROFILE SHEET

1. Transporter Name: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_
4. Company Representative(s): \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ EMAIL: \_\_\_\_\_
5. Principal Owner(s): \_\_\_\_\_

6. Will this be used as a PRIMARY or ALTERNATE Transporter ? \_\_\_\_\_

7. For all of the permits, authorizations, and licenses that authorize the transportation of hazardous waste the following information is required: the permitting authority's name and address; the permit number, the permit expiration date; countries where transportation is authorized and wastes authorized by the permit using the European Waste Codes (EWCs).

Permitting Authority	Permit Number	Expiration	Countries	EWCs

8. Identify the waste, by CLIN, for each waste that will be transported.

Transported Waste (CLIN)


## HAZARDOUS WASTE PROFILE SHEET

### PART I (Generator Information)

1. Waste Profile Number (Assigned by DRMO):

2. Generator Name:

3. Technical Point of Contact:

3. Title:

Phone:

Fax:

4. Facility Address: (Include complete address and DoDAAC)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### PART II (Chemical Information)

5. Name of Waste:

6. European Union Waste Code(s):

7. Process Generating Waste:

8. Projected Annual Quantity (in Kilograms):

9. Is this waste restricted from land disposal according to European Union Regulations?      Yes      No

10. Physical/Chemical Properties:

Layering:      Multi-layered      Bi-layered      Single Phased  
Flash Point:      Water Solubility:      %      pH:      Boiling Point:

11. Material Characterization: Color:

12. Density:

Physical State:      Solid      Liquid      Gas      Semi-Solid      Dust

4. Material Composition: (Totals/ranges must equal 100%)

Component	Concentration	Range

15. Hazardous Material regulated for ADR shipment?      Yes      No

16. Proper Shipping Name:

17. Hazard Class / ADR Classification::

18. UN Number:

19. Packing Method:

Drum (Specify Size) \_\_\_\_\_

Original Container

Bulk      Other: \_\_\_\_\_

20. Special Health & Handling Information:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

21. Basis of Information / Generator Certification:

Chemical Analysis (Attach test results)

User Knowledge (Attach supporting documents -- User knowledge is appropriate when it can be documented (e.g. in & out logs, published info., MSDS, process production info., etc.).

I, \_\_\_\_\_ (print name), HEREBY CERTIFY THAT ALL INFORMATION SUBMITTED IN THIS AND ALL ATTACHED DOCUMENTS ARE, TO THE BEST OF MY KNOWLEDGE, AN ACCURATE REPRESENTATION OF THE WASTE TURNED INTO THE DRMO. ALL KNOWN OR SUSPECTED HAZARDS HAVE BEEN DISCLOSED.

Signature of Generator's Representative

Date

### PART III (WASTE CHARACTERISTICS)

#### 22. TOXIC AND DANGEROUS WASTES

Explosive	Extremely Flammable (FlashPoint <0°C AND Boiling Point ≤35°C)	Easily Flammable (FlashPoint < 21°C)	Flammable (FlashPoint ≥ 21° C and ≤ 55°
Carcinogen	Corrosive	Ecotoxic	Infectious
Irritant	Mutagenic	Noxious	Teratogenic
Toxic	Oxidizer	Water/Air Reactive	Other:

#### 23. HAZARDOUS CONSTITUENTS

Indicate the concentration of the constituents, as applicable, in mg/l or mg/kg.

Acidic Solutions/Solids	Antimony	Aromatic Compounds	Arsenic Concentration:
Asbestos	Basic Solutions/Solids	Beryllium Concentration:	Cadmium Concentration:
Chlorates	Chromium Compounds (Hexavalent): Concentration:	Copper Compounds (Soluble): Concentration:	Cyanides (Inorganic) Concentration:
Cyanides (Organics) Concentration:	Halogenated Solvents Specify Halogen and Concentration:	Isocyanates	Lead Concentration:
Mercury Concentration:	Metallic Carbonyles	Nitrites Concentration:	PCBs/PCTs Concentration:
Perchlorates	Peroxides	Pharmaceutical or Veterinary Compounds	Phenols
Plague Killers and other Biocides	Polychlorated Dibenzofuran Compounds	Polychlorated Dibenzo-para-dioxins	Selenium: Concentration:
Tellurium: Concentration:	Thallium Concentration:	Tar base products from refining/distillation ops	Organo-halogenated Compounds Concentration:
Used Synthetic or Mineral Oils, Including Water- Oil Mixtures and Emulsions		Non-identifiable or new lab chemicals whose effects on the environment are unknown: Explain:	

#### 24. SUGGESTED CONTRACT LINE ITEM NUMBER (CLIN) FOR DISPOSAL:

NOTE: Explosive and infectious wastes cannot be received by the DRMO.

## HAZARDOUS WASTE REMOVAL AND DISPOSAL PAST PERFORMANCE HISTORY

OFFEROR: \_\_\_\_\_  
SOLICITATION: \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTACHMENT: \_\_\_\_\_  
PAGE \_\_\_\_\_ OF \_\_\_\_\_

PROJECT NAME/LOCATION/POINT OF CONTACT (Include Address, Fax, E-mail & Telephone Numbers)	WASTE STREAMS SERVICED	SUPPLEMENTAL SUPPORT SERVICES PROVIDED	COST OF WORK	DATE OF COMPLETION
1				
2				
3				
4				
5				
6				

### INSTRUCTIONS FOR USE

#### WASTE STREAMS SERVICES:

For each project, list waste stream(s) serviced and corresponding weight/volume removed. List specific commodity (i.e., nitric acid, calcium hydroxide, ethyl alcohol, sodium chloride, mercury, etc.)

#### SUPPLEMENTAL SUPPORT SERVICES PROVIDED:

For each project, list related support services provided (i.e., lab packing, analysis and testing, roll-offs, absorbent booms, expedited removals, etc.)

Sp4420-06-R-0004

**ATTACHMENT 7**

**RESERVED**

SP4420-06-R-0004

ATTACHMENT 84

[illegible]

# DELIVERABLES

	A	B	C	D	E	F	G	H
1	Attachment 9		Acceptable Performance Levels					
2	DELIVERABLE	PHASE	STANDARD	TIME FRAME	CLAUSE	ACCEPTABLE PERFORMANCE LEVEL (APL)	REDUCTION FOR FAILED APL	METHOD OF SURVEILLANCE
3	Compliant Documentation	Post-Removal	Timely submittal of shipping documentation	At time of removal	C-31.d.	95%	250 Euro per occurrence	COR
4	Compliant Documentation	Post-Removal	Accurate shipping documentation is submitted	Manifest transportation 120 days and Manifest Disposal 180 days	F-8.c	95%	250 Euro per occurrence	COR/Manifest Tracker/CO
5	Compliant Documentation	Pre-Removal	Timely initiation and submission of Basel notifications	Within 7 days of contract award. Within 7 days after submittal of Basel request	F-8.c 9.a	100%	250 Euro per occurrence	CO
6	Compliant Removal	Removal and Transportation	Contractor provides all necessary equipment and supplies to conduct the removal	Every Removal	C-1.b 6.a 15 24.a.b L2.2.3.1.3	95%	250 Euro per occurrence	COR checklist
7	Compliant Recycling	Recycling	Recycling at DRMS approved facilities	Certificate of Recycling: Within 30 days Certificate of Disposal: within 270 days of pick-up	C-31.f	100%	100%	Review of shipping and disposal documentation
8	Compliant Disposal Documentation	Disposal	Disposal at DRMS approved facilities	Certificate of Disposal: within 60 days of disposal not to exceed 270 days after pick-up	C-31.f F-8.c	100%	100%	Review of shipping and disposal documentation

# DELIVERABLES

	A	B	C	D	E	F	G	H
9	Compliant Transportatin	Transportation and Disposal	Transshipment Documents showing receipt by disposal facility	Within 60 days after disposal facility receipt of shipment	F-8.c	98%	250 Euro per occurrence	Review of shipping and disposal documentation
10	Compliant Reporting	Post-Removal	Annual report is submitted timely and information is complete	January 15th each year	C-31.e	98%	500 Euro per occurrence	Review of Annual Report by COR/Environmental
11			<b>Attachment 9 SP4420-06-R-0004</b>					

Date Start: ...../...../.....

Date Full: ...../...../.....

Organization

Name: .....

## HAZARDOUS WASTE

### Clin E0501: Lithium Batteries Batteries Lithium – Lithium batterijen

UN n° NHC

EW C 16.06.05

R 10	flammable	inflammable	Ontvlambaar
R 5	Rise of explosion	Risque d'explosion	explosiegevaar
S 16	Keep away from sources of ignition - No smoking	Conserver à l'écart de toute flamme ou source d'étincelles. - Ne pas fumer.	Verwijderd houden van ontstekingsbronnen -- Niet roken
S 15	Keep away from heat.	Conserver à l'écart de la chaleur	Verwijderd houden van warmte



3. Flammable -  
inflammable -  
ontvlambaar



Explosive -  
explosive -  
explosief

**Waste contractor:**

Company Name

Address tel #

Zip Code fax #

Country

EMERGENCY NUMBER:

**Producer:**

US Army, 80 th ASG

Chièvres

tel: 068/27.56.12

## REPORT OF COMPRESSED GAS CYLINDERS (INERT AND NON-INERT)

[illegible]

DRMO \_\_\_\_\_ LOCATION \_\_\_\_\_

**Evaluation Data for Rejected - Refused Cylinders**

DRMO: \_\_\_\_\_ LOCATION: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CYLINDER ID NO: \_\_\_\_\_ D.O. NUMBER: \_\_\_\_\_ CLIN NO: \_\_\_\_\_

CONTENTS LABELED: \_\_\_\_\_

--Or--

CONTENTS SUSPECTED: \_\_\_\_\_

DIMENSIONS: CONTAINS: DELIVERY: COLORS: (Starting at valve)

DIA: \_\_\_\_\_ GAS: \_\_\_\_\_ GAS: \_\_\_\_\_ \_\_\_\_\_

CIR: \_\_\_\_\_ LIQ: \_\_\_\_\_ LIQ: \_\_\_\_\_ \_\_\_\_\_

LGN: \_\_\_\_\_ UNK: \_\_\_\_\_ BTE: \_\_\_\_\_ \_\_\_\_\_

WT: \_\_\_\_\_ UNK: \_\_\_\_\_ \_\_\_\_\_

MARKINGS: \_\_\_\_\_

OTHER LABELS: \_\_\_\_\_

SYMBOL:



CGA OUTLET	VALVE MAT	VALVE TYPE	PRESS RELIEF	RELIEF TYPE
_____	BROWSE__	PACKED__	CN VALVE__	PLUG_____
DIM_____	S-STEEL__	PACKLESS__	ON CYL_____	DISK_____
_____	OTHER_____	OTHER_____	NONE_____	VALVE_____

VALVE MARKINGS: \_\_\_\_\_

REJECTION EXPLANATION: \_\_\_\_\_

INSPECTOR'S SIGNATURE/DATE: \_\_\_\_\_

COR SIGNATURE/DATE: \_\_\_\_\_

**ATTACHMENT #14  
PAST PERFORMANCE SURVEY**

**11. Did the contractor have the right equipment to perform the work?**      5    4    3    2    1  
 Hatte die Vertragsfirma die richtige Ausrüstung, um die Arbeit durchzuführen?

**12. Did the contractor exhibit cooperative behavior?**      5    4    3    2    1  
 War das Verhalten der Vertragsfirma kooperativ?

**13. Was the contractor committed to customer satisfaction?**      5    4    3    2    1  
 Zeigte die Vertragsfirma den Kunden gegenüber Verbundenheit?

**14. Did the work performed by the company show concern and protection of worker safety and occupational health?** YES      NO  
 Zeigte die Firma Interesse an Arbeitsschutz und Berufsgesundheit während den geleisteten Arbeiten?    **YA**  
**NEIN**

**15. In general, was your firm satisfied with the work performed?**      YES    NO  
 War Ihre Firma im allgemeinen mit der Arbeit zufrieden?      **YA**    **NEIN**

**If no, please describe why.**  
 Wenn nicht, beschreiben Sie bitte warum.

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**16. Would your firm want this company to perform work for them again?**      YES    NO  
 Würde Sie diese Firma wieder beauftragen?      **YA**    **NEIN**

**If your firm would not work with them again, please describe why.**  
 Wenn Sie nicht nochmal mit dieser Firma zusammen arbeiten möchten, nennen Sie bitte die Gründe.

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**ATTACHMENT #14  
PAST PERFORMANCE SURVEY**

**4. Were there performance deficiencies? YES NO If yes, please describe the deficiencies below. Were the deficiencies corrected to your satisfaction? YES NO**

Waren die ausgeführten Arbeiten mangelhaft? **JA NEIN** Wenn ja, beschreiben Sie bitte die Mängel unten. Wurden die Mängel zu Ihrer Zufriedenheit behoben? **JA NEIN**.

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**5. Was the contractor the prime or subcontractor for your project? Prime Subcontractor**  
 War die Firma der Vertragsfirma oder Subunternehmer für Ihr Projekt? **Vertragsfirma Subunternehmer**

.....

Please answer the following questions regarding the performance of \_\_\_\_\_ by circling the appropriate number with 5 being the highest rating or **5 being EXCEPTIONAL, 4 being VERY GOOD, 3 being SATISFACTORY, 2 being MARGINAL, and 1 being the lowest rating or UNSATISFACTORY:**

antworten Sie bitte die folgenden Fragen betreffend der Leistung von \_\_\_\_\_, indem Sie die passende Zahl mit **5 als die höchste Bewertung oder das 5 für AUSSERGEWÖHNLICH einkreisen, 4 für SEHR GUT, 3 für ZUFRIEDENSTELLEND, 2 für BEGRENZT und 1 für die niedrigste Bewertung oder UNBEFRIEDIGEND:**

**6. How well did the contractor demonstrate his ability to comply with the basic requirements of your contract?**

Wie gut zeigte die Vertragsfirma ihre Fähigkeit, den Forderungen Ihres Vertrages nachzukommen?

**5      4      3      2      1**

**7. Did the contractor submit timely quality/error free documents? 5      4      3      2      1**

Reichte die Vertragsfirma fristgerechte quality/error frei Dokumente ein?

**8. Did the contractor successfully demonstrate his ability to manage subcontractors?**

Zeigte die Fremdfirma erfolgreich seine Fähigkeit, das Subunternehmen zu leiten?

**5      4      3      2      1**

**9. Did the contractor always perform in a timely manner? 5      4      3      2      1**

Führte die Vertragsfirmen immer fristgerecht die Arbeit durch?

**10. Did the contractor provide sufficient personnel to perform the work? 5      4      3      2      1**

Stelle die Vertragsfirma genügendes Personal, um die Arbeit durchzuführen?

**ATTACHMENT #14  
PAST PERFORMANCE SURVEY**

**Your Name/Title:**

Dein Name/Titel: \_\_\_\_\_

**Your Company Name:**

Dein Firma Name: \_\_\_\_\_

**Tel:** Telefonnummer \_\_\_\_\_

**Date/Datum:** \_\_\_\_\_

**Please complete the following questionnaire by circling the applicable answer or filling in the block.**  
Führen Sie bitte den folgenden Fragebogen durch, indem Sie die anwendbare Antwort einkreisen oder den Block ausfüllen.

**Questionnaire Regarding Past Performance of**

Der Fragebogen bezieht sich auf die Leistungen der Firma \_\_\_\_\_

**1. Identify the primary type of work that the referenced company provided for your firm. Please circle only one.**

Kennzeichnen Sie die Primärart der Arbeit, die die oben bezogene Firma für Ihr Unternehmen voraussetzte. Kreisen Sie bitte nur eine Antwort ein.

**Work Site Management**

Arbeit Aufstellungsort-Management

**Transportation / Logistics**

Transport / Logistik

**Waste Recycling**

überschüssige Wiederverwertung

**Administrative Support / Reports and Forms**

Unterstützung/Reports und Formen

**Waste Disposal**

Abfallbeseitigung

**Other**

Andere \_\_\_\_\_

**2. Briefly describe any services provided.**

Beschreiben Sie ausgeführte Dienstleistung.

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**3. Identify the types and volumes of material disposed of.**

Kennzeichnen Sie die Arten und Menge der beseitigten Materialien.

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**4. Identify the types and volumes of material recycled.**

Kennzeichnen Sie die Arten und Menge der wiederverwerteten Materialien.

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